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THE ANNALS
OF
GONVILLE AND CAIUS COLLEGE

BY
JOHN CAIUS M.D.
MASTER OF THE COLLEGE

EDITED BY
JOHN VENN Sc.D.
PRESIDENT OF THE COLLEGE



Cambridge :
PRINTED FOR THE CAMBRIDGE ANTIQUARIAN SOCIETY.
SOLD BY DEIGHTON, BELL & CO. ; AND MACMILLAN & BOWES.
LONDON. GEORGE BELL AND SONS.

1904

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No. XL

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INTRODUCTION.

DR CAIUS has recorded (see p. 78) that when he became Master of his College in 1559 he found everything in a terrible state of confusion: rents in arrear, buildings falling to pieces, title-deeds missing, chapel-ornaments misused and purloined by the fellows. Amongst other instances of mismanagement there was a general neglect of the various records which ought to have been systematically kept up. On this last point Dr Caius, as a keen antiquary and historian, felt strongly; and whilst taking stringent measures for the recovery of lost property he was also careful to insist upon the punctual record, not only of current accounts, but also of all current events of the slightest interest to the College. No doubt the idea of a Diary of contemporary occurrences was common in the Monasteries, but I cannot find that it was introduced into any other College in so formal a manner. Dr Caius expressly enacted, in one of his Statutes, what records, in the way of accounts and so forth, should be systematically kept. Some of these,—for instance the Bursars' and stewards' accounts, and the lists of 'evidences,' or title deeds, leases, etc.,—were obviously necessary for any corporation which possessed property, but the *Annals* were peculiarly his own conception. He says, in Statute 59:

"Volumus etiam et statuimus ut ex sociis aliquis qui quam scitissime scribat, et optimi stili sit, eligatur per custodem et majorem sociorum partem, qui pro tempore fuerint, in Collegii

secretarium seu registrum, in annum, biennium aut triennium, prout spes melioris aut metus deterioris fuerit: ut sine fœdatione librorum et varietate literarum omnia referantur in libros quæque suos quam pulcherrime, videlicet in rationalem rationes accepti et expensi: in annales res gestæ singulo quoque anno: in evidentiæ volumen evidentiæ: et in commentarium rerum gestarum seu pandectas omnia promiscue usque ad tempus computorum. Quo tempore omnia memorabilia secernantur, et in suos cujusque argumenti libros, ordinis et circumstantiarum habita ratione, digerantur. Tot enim libros habeatis volumus in conservationem rerum omnium: rationum videlicet, annalium, evidentiæ, et pandectarum, quæ commentarium rerum gestarum latino nomine dicimus, præter librum matriculationis. Quod si quando secretarius absit et res urgeat, ita scribere alius incipiat, ut utræque literæ uno intuitu sub aspectum non cadant, sed discretæ sint vel pagina versa vel interposito folio. Habeat viginti solidos in subsidium."

As regards most of these series of records, Dr Caius was merely insisting on the better retention and preservation of a system which had long been nominally in vogue, but as regards his *Annals* he was breaking somewhat new ground. The only volume, at all resembling this, which had been produced before his time, was the so-called *Evidences of Sheriffe*. Edmund Sheriffe, master of the College from 1472 to 1475, compiled a sort of Register of deeds and other 'evidences,'—whence the name,—which we still have. On the first page is the entry: "Johannes Caius hunc librum vetustate dissolutum et neglectum colligari fecit cura sua atque refici, in vetustatis memoriam et futuri temporis exemplum, anno Domini 1564, mense Augusto." It is a valuable book, as some of the documents here transcribed have long since been lost, and Dr Caius has made much use of it in his own volume, but it contains only what may be called legal documents, and therefore omits all notice of those interesting events which we expect to find in a Diary kept up from year to year.

I am afraid that on the whole these *Annals* will prove rather disappointing to our readers. In the first place, far the larger part of them is filled with what can only be termed legal

verbiage¹. Every one of the many leases, surrenders, and licences, which had to be dealt with before Dr Caius could secure possession of the manors which he gave to the College, is here transcribed in full; though of course even here there are elements of interest. For instance, the long list of manorial rights and customs, inherited from the former monastic possessors, mentioned in the conveyance of the Bincombe manor in Dorset and described on pages 127, 151, is well worth perusal. But one can soon feel satiated with the lawyers' phraseology. Again, most of the really interesting historical details contained in these pages have already appeared in print elsewhere. Professor Willis thoroughly searched the *Annals* for his account of Caius College in the *Architectural History of Cambridge*; and I similarly went through it, and extracted whatever seemed of use, when writing the Biographical History of my own College. The really valuable and interesting bits in the volume consist in large part of the personal recollections of Dr Caius himself as to contemporary events during his life in College. These give in many cases the only record we have as to his fellow-students, the customs of the day, minor alterations in the College buildings, and picturesque incidents in the life of the past. Similar details have occasionally been added by successive compilers after Dr Caius' time. No reader, for instance, can fail to be touched by the account of Dr Gostlin's death in College (p. 325), which was written by Mr Moore; or by the narrative of the outrage which drove Dr Caius from the College (p. 185), whether this was contributed by Dr Legge, or taken down from the lips of Caius himself.

As to the actual MS. itself some account must now be given. The original volume is of vellum and is preserved in our Library. The writing is obviously that of a professional scribe, but the personal form in which many of the details are conveyed suggests that these were either transcribed from a MS. in Caius' own hand, or more probably taken down from his lips. The

¹ I confess that if I had fully realized this, before the printing was somewhat advanced, I should have suggested to the Committee of our Society a departure from their usual rule of printing in full whatever they undertake to publish at all.

writer was evidently a competent person, as there are very few mistakes or grammatical errors to be detected. The greater part of this volume was thus compiled for or by Dr Caius. It was continued by his successor as master, Dr Legge, who added the account of Caius' death, and carried on the narrative till within a few years of his own death, viz. until 1603.

Here the statutable duty of the registrar to continue the record was for long interrupted. The circumstances under which it was resumed are worth mentioning. They were the result of one of the perpetual squabbles between the fellows and the master for the time being. A certain Mr Cooke gave the College much trouble by, amongst other things, persisting in holding or claiming his fellowship after the expiry of his so-called 'year of grace.' When at last the College declared his fellowship vacant,—the circumstances are fully recorded in this volume,—he appealed to the king. In this appeal he relieved his feelings of resentment by a long catalogue of complaints against alleged neglects and misdoings on the part of the master, Dr Branthwaite. These were fully enquired into by the Chancellor of the University, and most of them were dismissed as frivolous. But in one respect Cooke did the College a service, in pointing out the neglect that had been committed by the suspension of the College *Annals*. The Chancellor recommended that they should be duly resumed, and continued as by Statute directed.

This judgment of the Chancellor, prescribing the continuation of the *Annals*, was given in 1635. But it appears that still further delay was incurred, for it was not until May 16, 1655, that we find an entry in the College *Gesta*, authorizing Dr Bagge to undertake the work.

The College order runs as follows: "That Doctor Bagge doe continue and endeavour to perfecte the College Annales wher they are defective, and that he doe take out of the treasury or other wher of the College at all times as occasion shall require all such evidences writeings and bookes as may be usefull to him therein, and that he take the assistance of Dr Bachcrofte (the lately expelled master), Mr Moore and all others who may in any particular be instrumentall to him in the carryeing on

of that business." In the following year (March 1655-6), it was "ordered that Mr Moore be desired to assiste in registering the College evidences."

Dr Bagge was at this time president of the College, but was very likely already in failing health, as not long afterwards (November 1657) he died in Norfolk. In any case the *Annals* from 1603 onwards seem to be entirely the composition of Mr Moore. No more competent person could have been appointed. He was eminent as University Librarian, was a careful and accurate historian, and devoted to the interests of the College of which he had been a resident member for more than 40 years. At the time of his appointment to the work in question he had ceased to be a fellow, having been practically ejected from his fellowship in 1647. But he was still resident in Cambridge, apparently in the close neighbourhood of the College, and was evidently in constant communication with the fellows. After losing his fellowship he seems to have married. He was buried in Great St Mary's Church, April 18, 1659.

For some unknown reason this continuation of the *Annals* was not carried on in the old volume. A transcript was made, in a paper volume, of the original which Dr Caius had started, so that Mr Moore's additions run on in the same handwriting continuously from where Dr Legge had left off. He carried it on to the year 1648, when it ends abruptly.

The actual writer of this paper copy was a certain Moses Horne. He was a townsman, son of a tailor, and had been admitted a member of the College in 1636. He did not however graduate, and by the inscription on his tombstone at St Mary's (*scribendi felicitate clarus*), where he was buried June 18, 1656, we should suppose that he was a professional scribe in the town. By the dates therefore it would seem that it was during the last year of his life that he was employed on our *Annals*. Perhaps he was already failing, for the writing does not seem clear or good for a professional person, and the standard of accuracy as regards the Latinity is not equal to that of the former scribe.

Perhaps for lack of another Mr Cooke to make things

unpleasant to the Master and the Registrar, the former neglect and indifference soon reasserted themselves, and no Chancellor was called in to stir the authorities up to their duties. Not a page was added for just two centuries. It is true that the portrait of Dr Gooch, master from 1716 to 1754, now on the stair-case of the University Library, represents him conspicuously holding the volume of the *Annals* in his hands. But one might almost suspect a touch of sarcasm here. No one indeed in the College was probably more familiar with their contents, for no one was more ready than he to appeal to the past history of the College whenever the rights and privileges of the master were overlooked or disputed. But it is certain that he never added a word to their contents.

Once only in subsequent days did a master of the College feel himself called upon to make an entry in this record, and to most of those at the present day the circumstances of the case will seem almost grotesque. In 1848, under the mastership of Dr Chapman, a certain Mr Tozer, who had recently become one of the senior fellows of the College, thought that he had detected some irregularities in the conduct of affairs. Accordingly he appealed directly to Prince Albert, who had lately been appointed Chancellor of the University, to enquire into the matter. Any ordinary reader of these *Annals*, who observes that the Chancellor for the time being had repeatedly been appealed to, will be apt to suppose that there could have been no serious irregularity in such a course. But on looking closer, and consulting the Statutes, it seems that there was an important distinction. The Chancellor could only be directly appealed to on one point, viz. grave misconduct on the part of the master, and then only by a majority of the governing body. For all other causes the Visitorship was vested elsewhere. So Mr Tozer was technically in the wrong, as Dr Chapman pointed out in an elaborate letter to his Royal Highness. To those who look back now to the state of things in the University during the pre-Commission times, and who perceive how totally the spirit, and often the letter, of the Statutes were neglected by general convention and usage, it may seem that a technical breach of this kind was only a drop more in the great ocean of disregard,

but the old master looked at the matter in a very different way. He treated it as little less than High Treason, and summoned a meeting of the fellows to decide what should be done. Mr Tozer was cited to appear, was earnestly reprov'd for his insubordination, and reminded that nothing but a spirit of clemency prevented them from formally expelling him from the College. Finally Dr Chapman reopened the long closed volume of the *Annals*, and solemnly recorded on its pages an account of the crime and its punishment. Besides the personal and private nature of this episode, it has been considered too much out of keeping with the rest of the volume for inclusion here.

Some readers of these pages may remember that extracts from these *Annals* have already been published, some 50 years ago, by the first body of University Commissioners. The circumstances of this publication are so curious that a brief account of them must be given here. That learned historian, Robert Brady, master of the College from 1660 to 1700, and for many years Keeper of the Archives in the Tower, was, not unnaturally, deeply interested in the history of his own College. He made a free translation of the earlier part of the *Annals*,—I have very little doubt that it is in his own handwriting,—with notes and comments of his own. Of this we have three¹ copies

¹ They are numbered in our Catalogue 709, 617, and 617 *bis*. Of these, 709 is, I think, in Dr Brady's hand: at any rate in part. No. 617 is in a different hand, but belongs also, in all probability, to the 17th century. This is the one which Blomefield transcribed, as shown by his initials. As to 617 *bis*, there is some doubt, but it seems probable that it is actually Blomefield's transcript. Mr Walter Rye, indeed, who is familiar with the MSS. of all the Norfolk antiquaries, does not think that the text is in Blomefield's hand, though the marginal notes may be so (if this is not the case, Blomefield's transcript must be a fourth copy, now missing). This last MS. was given to our College by Sir John Fenn, the antiquary, some time between 1770 and 1782 (as proved by the note outside "To B. Edwards, president, from John Fenn"). Another note states that it was purchased at Thomas Martin's sale, but does not say by whom. Blomefield died in 1752; Martin in 1771; and Ives in 1776. The probable explanation is that Ives bought it at Martin's sale (who, we know, came into possession of most of Blomefield's MSS.) and Sir J. Fenn bought it at Ives' sale, giving it soon afterwards to the president of our College. I may take this occasion for remarking that the D. N. B. is wrong in assigning John Ives to Caius College.

in our Library. Francis Blomefield, the Norfolk historian, as is well known, was a very early and diligent student of the antiquities of his own county. Hardly had he commenced residence in our College when he found his way into our library and began collating MSS. there. Amongst others he seems to have transcribed Brady's version of the *Annals*. The copy which he thus used is our No. 617. It has his initials on each page, and the date is added, March 4, 1724-5. This he used for the purpose of his subsequent *History of Norfolk*. After his death his transcript came, with other of his papers, into the hands of John Ives, a Norfolk antiquary. Ives, not very unnaturally, supposed it to be entirely Blomefield's own composition, and published it as such in his *Select Papers* in 1773. It there appears together with some other documents, and is described as by Blomefield; a mistake which, as far as I know, has never been pointed out, though one would suppose that men like John Smith, Martin Davy, and Benedict Chapman, who were all acquainted with the history of the College of which they were masters, must have seen it in print and recognized its origin.

When the first Cambridge Commission began their work, they endeavoured to print the Statutes of the various Colleges, together with a few other documents dealing with the ancient history of these foundations. As is well known, they had no slight difficulties to encounter here. Several of the Heads of Houses absolutely refused to divulge their secrets, or to give the slightest assistance in the way of consulting the copies of the Statutes in their possession. So they had to do the best they could in these cases by procuring versions of the Statutes from other sources. Dr Chapman, master of Caius, was one of their most resolute opponents, but they baffled him by procuring an authorized version of our College Statutes from Lambeth Library. To this they added what they supposed to be "Blomefield's *Annals*," reprinted from Ives' *Select Papers*. Whilst the Commission was sitting, but some time before their publication of these documents, Dr Chapman died and was succeeded by Dr Guest, the well-known historian, who however thought little if at all better of the Commissioners than did his

predecessor. Both he and Dr Chapman were perfectly familiar with Caius' volume, and, if they had seen the Commissioners' volumes, must have instantly recognized the real origin of what was attributed to Blomefield. Probably no hint of what they were doing ever reached the ears of Dr Chapman. As regards Dr Guest one can only conclude, either, that he declined to look at the clandestine publications of the Commissioners, or that, if he did see them, he felt a not altogether unmalicious pleasure in perceiving the blunder into which they had fallen.

Amongst the many friends whom I have to thank for their kind assistance, I must especially mention Professor Reid, of our College, who has carefully revised every proof-sheet. Any accuracy which may have been attained in correcting the original transcriber's rendering of the crabbed Latin, and in expanding the innumerable abbreviations, is largely due to him. Professor Maitland has freely aided me from the stores of his learning, wherever difficulties (insuperable to me) were found in matters of Mediæval Law. Mr Buckland, of our College, the steward of our manors, has also revised many passages dealing with Roman law and with manorial rights and customs. Mr J. W. Clark and Mr J. E. Foster, members of the Council of the Antiquarian Society, have also given much assistance. The brief list of the various donations of books to our Library is the work of Mr C. E. Sayle, member of our Society.

ERRATUM.

p. 119, for *note* 6 read *Appendix*.

ANNALIUM
COLLEGII DE GONVILLE ET CAIUS
A COLLEGIO CONDITO
LIBRI DUO.

Per Joannem Caium unum fundatorum et
custodem ejusdem.

Anno Domini 1563.

[p. 2]

*Annalium Collegii de Goneville
et Caius a Collegio condito liber primus.*

Annales Collegii nostri de Goneville et Caius scripturi superiorum atque etiam præsentium temporum, a primis conditoribus ad extremum usque vitæ nostræ terminum (quantum memoria, monumentis, et rerum usu constare potest), in beneficorum memoriam, et maleficorum exemplum evitandum, dividemus opusculum in duos libros, primo, quæ prima et secunda fundatione gesta sunt referemus: secundo, quæ tertia. Ordinemur a prima.

De prima fundatione.

Anno Domini 1347.

1347

Edwardus tertius Angliæ et Franciæ rex potentissimus, per literas suas patentes magno sigillo Angliæ consignatas, datasque Westmonasterii xxviii Januarii, anno regni sui Angliæ quidem XXII Franciæ vero nono, concessit Edmundo

de Goneville rectori Ecclesiæ de Tyington in comitatu Norfolciæ, viro bono atque pio, et hujus Collegii fundatori primo, ut tria messuagia sive ædificia cum horto et pertinentibus, annui redditus viginti solidorum, posita in vico vulgo per id tempus nominato Lurghburlane strete, latine Lurghburni vico, in parochiis S^{ti} Benedicti et S^{ti} Botulphi in Cantabrigia, inter Lurghburni vicum ex oriente, et cæmeterium S^{ti} Botulphi ex occidente, in perpetuum Collegium viginti scholarium converteret ac stabiliret, utque quod vellet nomen eidem imponeret.

1348

Qua autoritate fultus Edmundus, in honorem annunciationis beatæ Mariæ Virginis, tria illa ædificia cum horto adjacente ac cæteris pertinentibus, per chartam suam datam apud Tyington predictam, die Jovis in septimana pentecostes anno Domini 1348 et regni regis Edwardi prædicti 23^o, dedit et concessit Joanni de Colton de Tyington prædicta, primo custodi aulæ suæ, et quatuor tantum scholaribus suis Willelmo de Rougham¹, Joanni de Tyington, Willelmo de Lee, et Richardo de Pulham, per ea tempora a se institutis, etsi viginti, ut ex statutis ejus constat, instituere decreverat, nomine custodis et scholarium Aulæ suæ de Goneville, et successoribus suis, in moram et inhabitationem perpetuam secundum regulas et ordinationes suas.

Custodi autem et scholaribus Aulæ suæ statuta et ordinationes vivendi præscripsit quæ adhuc supersunt in collegio nostro, per custodem et scholares Aulæ suæ, et per universitatem Cantabrigiæ, Antonio de Grancester per ea tempora Cancellario, communi suo utriusque² sigillo confirmata.

1350

His peractis, moriebatur Edmundus Goneville apud Tyington (ut creditur) anno Domini 1350, nullis Aulæ suæ relictis possessionibus prædiisve, quantum ex vetustissimis monumentis et vivendi usu scire licet, pecuniario enim subsidio suos vivens aluit. Grandem tamen pecuniam, una cum Aula sua, reverendo

patri Willelmo Bateman episcopo Norwicensi, executori testamenti sui, in hoc ut absolveret quod ipse inchoaverat, testamento reliquit.

[p. 3]

De secunda fundatione.

1351

Post Edmundi mortem, idem Willelmus Bateman, jam tum in ædificatione Aulæ S^{te} Trinitatis occupatus, ablato Gonevilli nomine, et addita beatæ Mariæ appellatione, constituit ut cœtus scholarium, Collegium annunciationis beatæ Mariæ nominetur, et domus quam inhabitant annunciationis beatæ Mariæ vocitetur: verum istud sua autoritate episcopus, non regis, ut Edmundus (sine cujus concessione fundatio nulla esse potest) ordinavit; obtinuit tamen usus, ut etiam translata ea, Gonevilli Aula diceretur. Sed et ejusdem Aulæ custos atque socii per Edmundum prius constituti in eadem permanserunt. Gesta hæc sunt per literas Episcopi anno Domini 1351, 21 Decembris, et anno regni regis Edwardi tertii vicesimo quinto, episcopo Eliensi et Cancellario Cantabrigiæ confirmantibus.

1352

Ampliata est Aula de Goneville in Lurghburni vico duobus messuagiis illi contiguis, ab universitate (Richardo de Linge Cancellario) et hospitali S^{ti} Joannis (Willelmo Bier Magistro) emptis, anno Domini 1352 et anno 26 regis Edwardi tertii, vocabatur autem tenementum illud universitatis, le Longe entre, id est longus introitus.

1353

Custodi et sociis statuta et ordinationes ampliores sua autoritate præscripsit reverendus pater, septimo die Septembris anno Domini 1353 et regni regis Edwardi tertii 27, atque ut observarent præcepit, secutus multis in rebus Gonevilli statuta. Eisdem postea nonnihil in supplementum addidit.

Hanc fundationem et statuta temporis illius parum curiosa benignitas et favor literarum conservarunt cum tamen nullius

principis autoritate constabant. Dedit idem sigillum etiam commune sua tantum autoritate. Atque hæc quidem acta sunt, cum adhuc in Lurghburni vico Aula fuit.

1353

Alio autem ut transferatur ea, idem rex Edwardus tertius primo Julii anno Domini 1353 et regni sui 27, custodi et sociis Aulæ predictæ potestatem fecit. Commutarunt ergo Aulam suam in Lurghburni vico custos atque socii quodam messuagio sive ædificio Collegii corporis Christi et beatæ Mariæ, vulgo nominato le stonne house, id est domum petream (*sic*), cum pertinentibus in Henney, quod capitale quondam (anno 1323) fuit messuagium Joannis de Cantabrigie militis Justiciarii domini regis, positum ex adverso Collegio scholarium S^{ti} Michaelis, cum aliis etiam tenementis tum dudum Joannis Goldecorne, predicto messuagio junctis, cum hortis et cæteris pertinentibus, et scholis ibidem.

1353

Permutatio autem facta fuit indenturis gallicè et latinè scriptis anno Domini 1353, consensu reverendi Episcopi et domini Henrici ducis Lancastriæ, Aldermanni sive præfecti Gildæ sive fraternitatis corporis Christi et beatæ Mariæ, data eidem collegio Aula de Goneville sive annunciationis beatæ [p. 4] Mariæ in Lurghburlane, cum advocatione Ecclesiæ S^{ti} Botulphi, et acceptis messuagiis seu ædificiis Ioannis de Cantabrigie et Goldecorne cæterisque supra memoratis in Henney, his conditionibus, ut dux et sui fratres facerent sumptus omnium negotiorum quæ gererentur in Cantabrigia, et collegium annunciationis beatæ Mariæ omnes impensas rerum agendarum in Aula regia permutationis causa, Thoma de Eltislee per id tempus magistro Collegii corporis Christi et beatæ Mariæ. Hæc permutatio facta fuit suadente episcopo, quia Aula illa commodior erat vicinitate Collegio corporis Christi et beatæ Mariæ (quod hodie Collegium Divi Benedicti dicitur) et hæc tenementa, Collegio nostro construendo aptiora votisque episcopi gratiora, quod vicina essent Aulæ S^{te} Trinitatis, quam tunc ædificare cœperat.

1353

Ita ex Aula de Goneville sive annunciationis beatæ Mariæ, pomarium factum est Collegio corporis Christi, superstitionibus adhuc vetustis parietibus portisque, altera in Lurghburni vicum, altera in cœmeterium S^{ti} Botulphi spectante et apertiente. Ex messuagio autem Joannis de Cantabrigie et tenementis Joannis Goldecorne facta transformatione, episcopus septentrionalem partem Collegii nostri cum culina in usum custodis et sociorum reliquit. Custodis cubiculum portæ septentrionali incubuit, sociorum cameris utrimque constitutis.

1353

Aulæ annunciationis beatæ Mariæ tum nuper ad hunc modum fundatæ concessa est potestas anno 1353 a Thoma Eliensi episcopo, et Alano priore ecclesiæ cathedralis Eliensis, ut divina officia privato Aulæ sacello celebrarentur. Ex qua re significatio est, fuisse eo tempore sacellum, sed inchoatum. Absolutum enim non fuisse ante annum Domini 1393, ex titulo literarum Bonefacii papæ, qui eodem anno 1393 eodem sacello celebrandi potestatem sociis fecit, intelleximus.

1354

Aluit suos reverendus pater pecuniario stipendio ex cistis suis, ut idem in statutis scribit, concedendo cuique gradu aliquo insignito duodecim denarios: ceteris decem.

Ante tamen mortem suam idem reverendus vir dedit juxta formam chartæ suæ per procuratorem suum Joannem Primiget de Terlinge, Joanni de Tyrlington sacellano suo et custodi Aulæ suæ, Willelmo de Rougham, Joanni de Tyrlington, Willelmo de Lee et Richardo de Pulham sociis ejusdem, manerium suum in villa de Triplowe in comitatu Cantabrigiæ, die Jovis post festum S^{ti} Mathiæ Apostoli anno Domini 1354 et anno regni regis Edwardi tertii 28°. Quod quomodo evanuerat, nondum constat. Appropriavit etiam collegio tria beneficia ecclesiastica, Wilton, Fouldon, et Mutforde (quæ adhuc supersunt) eodem anno 1354, annui redditus, ut nunc se habent,

viginti octo librarum. Quorum tamen jus patronatus cum gleba et pensionibus, collegium prius ab Edmundo Hemegrave milite, et Hugone de Chintriaco priore monasterii S^{ti} Pancratii de Lewes, sua pecunia emerat, ut ex charta ejusdem Edmundi [p. 5] et Hugonis satis constat. Dedit etiam vestimenta quædam ex bysso candido et auro intertexta, inter nostra preciosissima habita, et in solemnioribus divæ Virginis festis nostro tempore usitata. Sed iniquis postea modis sub Edwardo sexto Angliæ rege, inter custodem et socios divisa atque dissipata sunt, et (uti alia) in lectorum suorum ornamenta conversa. Duo item pallia seu capas ex holoserico, virides et elaboratas, preciosiores nostros calices argenteos, et multa vasa argentea contulit. Contulit etiam libros aliquot ut ex statutis ejus constare potest.

1354

Cum innotuerat episcopum constituisse in universitate Cantabrigiensi Aulam in honorem annunciationis beatæ Mariæ, ordinatum est a Cancellario et universitate ut mortuo episcopo, regentes conveniant in exequiis ejusdem anniversariis in Aula predicta in perpetuum, primo die veneris in adventu Domini.

1355

Quibus ita constitutis, moriebatur episcopus octavo Idus Januarii anno Domini 1355, et sepultus est³ Norwici in Ecclesiæ Cathedralis presbyterio, ut ex quibusdam scriptis libris in bibliotheca Ecclesiæ ejusdem intelligimus. In vita tamen episcopi apud Aulam S^{te} Trinitatis in universitate Cantabrigiæ quam fundaverat, memoriæ proditur, eum ad curiam Romanam ab Edwardo tertio Angliæ rege, de pace incunda inter regna Angliæ et Franciæ missum, et in eadem curia in die Epiphaniæ inter horam primam et tertiam apud Volcos (quæ gens Avinionæ est) anno Domini 1355 mortuum, et ante altare summum beatæ Mariæ in Ecclesia cathedrali ejusdem civitatis sepultum, in ejusque sepultura præsentem fuisse cardinales curiæ Romanæ omnes, uno excepto, qui gravi morbo detinebatur, hierosolimitano patriarcha funebre

officium celebrante. Erat autem Norwici natus, et ex universitate Cantabrigiæ juris civilis doctor, archidiaconus item Norwicensis, postea episcopus anno 1343, electus et creatus, et in curia rotarum Romæ in summo officio constitutus.

1356

Post ejus mortem orta contentione inter Collegium corporis Christi et Aulam annunciationis beatæ Mariæ, de quibusdam permutationis conditionibus per reverendum patrem nondum ad plenum præstitis, pacem inter se composuerunt, persolutis Collegio corporis Christi et beatæ Mariæ 40 marcis, anno Domini 1356 et Edwardi tertii 30°.

Ad eum modum pace inita, uno custode et sociis quatuor, res Collegii et creverunt et steterunt (quantum ex monumentis constare potest) usque ad annum 1472, quo tempore legimus fuisse custodem probum et frugi virum Edmundum Shiref, et socios etiam quatuor, Edmundum Albon, Joannem Carter, Joannem Barly, et Willelmum Plumbe.

De benefactoribus et ædificatione Collegii.

1441

Interea vero temporis, opera, sumptu, et studio optimi viri et eximii benefactoris Thomæ At Wood (anno Domini 1441 et 19° Henrici sexti, ejusdem Aulæ custodis) beneficio item Joannis Warroke, Joannis Preston, et aliorum bonorum virorum factum est, ut Aula Collegii, custodis cubiculum, et bibliotheca, pars videlicet Collegii occidentalis, et quod ab ea [p. 6] ad sacellum usque pertinet atque ad austrum spectat, ædificaretur, cum prius sola pars septentrionalis, ex Joannis olim de Cantabrigie et Goldecorne ædificiis, ut ante diximus, transformata, Edmundi Gonevilli et Willelmi Batemanni beneficio superfuerat. Ante autem non fuisse bibliothecam, sed ejus loco securam cameram, non solum vetusta collegii monumenta referunt, sed etiam statuta reverendi patris testantur. Adhæc anno 1470, 5° Septembris, concessam potestatem a Willelmo Eliensi episcopo magistro et sociis, ut liceat in oratorio propter

cubiculum custodis officia divina celebrare, inter vetera monumenta reperio. Sacellum autem, lateris australis collegii reliquum, Willelmus Rougham medicinæ professor a multis annis inchoatum, et circiter annum Domini 1393, suis sumptibus absolvit. Id, quo omnibus numeris perficeretur, Thomas Drantalle hujus collegii olim socius, dedit libras 14, solidos 13, et denarios 4. Sed ad extruendam partem collegii orientalem egregia fœmina et omni laude dignissima Elizabeth Clere vidua, uxor quondam Roberti Clere armigeri, circiter annum Domini 1490 dedit ducentas marcas. Ejus partis cubiculum, quod proxime sacello est, absolvit suis sumptibus Nicolaus Buckenham, ac præterea fundos seu prædia sua in Haddenham Eliensi contulit. Ad hunc modum et per hos perfectum sua quadratura ad nostra usque tempora collegium perstitit, hortis interim ampliatum, necessario stabulo et columbario auctum, muris inclusum, et decenti apparatu ornatum. Sed et in consummatione Collegii, Henricus etiam Costelsey clericus, ejusdem Collegii olim custos, Joannes Awbrey senator Norwicensis, et Joannes Owdolfe clericus, dederunt libras ducentas anno Domini 1481. Dederunt idem Henricus, Joannes Drolle, et Richardus Browne senatores Norwicenses, ducentas et quadraginta marcas, quibus ædificati sunt muri hortorum Collegii, stabulum, et focalium domus, ex qua postea divisa extractum est sumptu septem librarum et sedecim denariorum columbarium, anno Domini 1536. Empta præterea eadem pecunia peristromata aulæ Collegii, cubiculi custodis, et interioris ejusdem cameræ sunt, cum aliis mensæ communis ornamentis, et instratis diaperinis. Eadem pecunia ædificatæ etiam sunt partes aquilonares et australes (ad portam usque) hospitii fishewicke cum muris ejusdem, quod Willelmus fishewicke universitatis Cantabrigiæ accisus seu bedellus, testamento reliquit, anno Domini 1393, quarto calendarum Aprilis. Per nostra tempora ad Collegium nostrum id hospitium pertinebat, e regione nostri collegii constitutum, et via tantum publica separatum. Jam vero pars est Collegii Sanctæ Trinitatis, Henrico 8^o in festo conceptionis beatæ Mariæ annuo reddito trium librarum ex scaccario solvendarum in festo Sancti Michaelis, tum concessa cum Collegium

scholarium Sancti Michaelis, Aulam regis, et hospitium Fishewicke uniri fecit anno Domini 1546. In id hospitium nostri Collegii membrum, juvenus olim nostra tanquam in coloniam relegata fuit ut erudiretur, præpositis duobus principalibus (sic enim vocabantur) altero exteriori, altero interiori. Exterior socius erat nostri Collegii per custodem assignatus. Interior quem hospitii commensales seu inquilini cum principali exteriori elegerunt. Exterior degebat in Collegio, interior in hospitio. Eam ob causam ille exterior, iste interior dicebantur. Prælegebat uterque in hospitio, et progymnasmatibus seu actionibus scholasticis uterque moderabatur. Eam ob rem ex quovis inquilino singulis tribus mensibus habuerunt denarios sedecim, lectionis et doctrinæ suæ premium, inter se divisum, et tantundem in cubiculi cujusque sui pensionem, sed hoc in usus Collegii principali exteriori persolvendum. Per ea tempora amplius triginta aut quadraginta commensales erant. Sed redeo ad muros et ædificia unde diverteram. Ad ædificationem etiam murorum Collegii, Joannes Barly olim [p. 7] custos dedit libras 5, et alias quinquaginta quas in usus Collegii prius expenderat eidem remisit. In id præterea tum Jacobus Goldeweil episcopus olim Norwicensis anno Domini 1473 consecratus, et anno Domini 1498 mortuus, contulit libras novem et solidos 19, præter libros, et duos exiguos calices; tum Agnes Thorpe uxor quondam Roberti Thorpe senatoris Norwicensis sex solidos et octo denarios, et Anna Rede decem solidos. Thomas Lovell item miles ad ædificationem eorum murorum qui a sacello ad venellam et vicum extenduntur, dedit libras triginta. Extendebatur enim angiportus olim a platea Sancti Michaelis per sacelli nostri latus meridionale, hortos a Collegio dividens, et ad vicum hospitii divi Gerardi se producens. In horum parietum ædificationem concessa potestas fuit Collegio Sancti Michaelis, ut ædificia quædam sua, ex parte australi ejus extructa, illi iunitantur, modo ea commode ad murorum conservationem tegere velit.

1393

Dum hæc geruntur, advocacionem seu jus patronatus Ecclesiæ de Matsalle magna (quæ tunc temporis valebat in annos singulos quadraginta marcas) cum una acra terræ (patronatus forsàn) in eadem, tenementi quondam Joannis Lewin, jacente inter terras nativas Domini de Morlee, cujus caput australe abuttabat super communiam de Matsalle, et caput aquilonare super terras Domini Bardolf, dederunt Thomas Thomson et Walterus Harlinge clerici anno Domini 1393, primo Maii, et anno regni regis Richardi secundi 17°, delegati seu feoffatores existentes chartæ Radulphi Hemenhall militis, qui dedit eas collegio anno 1370 et Edwardi tertii 44°, cum his conditionibus, ut tres socii presbyteri orent pro domina Maria de Pakenham, utque distribuantur annuatim custodi viginti solidi, et cuique socio tunc existenti (erant autem quatuor tantum usque ad annum 1478) tredecim solidi et 4 denarii, et in festo nativitatis Domini et Paschæ custodi et cuique socio duodecim denarii, in hoc ut custos et socii illi quatuor alacrius preces quasdam verbis conceptis singulis diebus Deo funderent pro domina Maria et domino Radulpho. Istis de causis a custode et sociis ejus temporis, statuto locali cautum et constitutum fuit, ut tres ex illius temporis quatuor sociis qui ad hoc officium electi essent, sint presbyteri. Quod si per adolescentiam id non liceat, ut jurent se quam primum per ætatem liceat, futuros sacerdotes.

Appropriata autem fuit Collegio Ecclesia de Matsalle sexto die octobris 1393, per Bonifacium nonum. Atque ita prioribus tribus beneficiis ecclesiasticis Mutforde, Foulton, et Wilton a reverendo patre appropriatis, quartum jam adjunctum est. Plura autem non possedissee aut presentasse per id tempus collegium, nec anno 1402 insequenti, episcopo Eliensi eodem anno sexto calendas Augusti per Collegii literas significatum est. Cui quia una illa acra terræ patronatus, de qua supra diximus, de eo tenetur in capite, annis singulis solvitur libra thuris, offerturque ad altare summum sacelli mauerii sui de Fen Ditton, in festo translationis Sanctæ Etheldredæ, aut intra

dies quindecim insequentes, in præsentia ballivi, prepositi, aut alterius ministri dicti manerii, sub pœna viginti solidorum.

1410

Dedit etiam Thomas Aylward, rector Ecclesiæ de Havente, in comitatu Southamptonensi, libras viginti, quarum decem usibus custodis et sociorum assignavit; sic ut eis indigentibus singuli mutuo accipiant 20^s, fide tamen et juramento præstito, aut pignore deposito, pro arbitrio custodis, se intra annum restituturos. Reliquas autem decem, in providas atque utiles emptiones victualium, focalium, aut aliarum rerum in rem atque usum Collegii destinavit, sed ita ut intra octiduum a [p. 8] festo nativitatis beatæ Mariæ proxime sequens numerata pecunia omnino reponatur, et quicquid rei emptæ tunc superfuerit, loco deficientis pecuniæ habeatur. Asservabatur autem in arca ferrata ad nostra usque tempora Ailwardi nomine. Nunc vero arca quidem superest, sed pecunia nulla, custodum credo negligentia, qui in debentium morte aut decessu debitam non exigebant pecuniam. Novimus tamen apud unum atque alterum adhuc viventem, præter eos qui nobis sollicitantibus resolverunt, unam atque alteram libram superesse, quas restitutas iri certo speramus.

1493

Ea pecunia annis 53 (*sic*) postquam data fuit, penitus exhausta, nobilis mulier et hujus Collegii prope dixerim mater atque nutrix indulgentissima domina Elizabeth Clere vidua (de qua prius diximus) tantumdem sua liberalitate reposuit, anno 1493 vicesimo sexto Maii.

Eadem Elizabeth donavit item 40 libras ad fundos apud Causton emendos, quibus emptis ac revenditis, redemptæ sunt eodem pretio quædam terræ in Newenham, et quædam in Cowlinge et Cartelinge quæ vocantur Banstedes.

Willelmus item de Huntingfelde et Joannes de Linsted rectores de Causton, dederunt ob quod inter benefactores haberi merito censeantur.

Edmundus Albon quondam hujus Collegii socius dedit 90 marcas argenti.

1426

Johannes Wakeringe episcopus Norwicensis, vir pius et privati sigilli regii custos, viginti marcas argenti dedit.

Richardus Powle vicarius de Mutforde, duodecim acras terræ ibidem jacentes contulit.

1468

Sed anno a Christo nato 1468, secundo Octobris, Thoma Boleyn custode, Johannes Beverly theologiæ professor, prebendarius ecclesiæ cathedralis Lincolnensis, et olim hujus Collegii socius, multos dedit libros, pretii quadraginta librarum.

1516

Joannes Le Strange de Massingham parva in comitatu Norfolciæ armiger, ex testamento in commune Collegii subsidium dedit oves fœminas detonsa lana 700, et agnos 300, pro quibus venditis adhuc debetur grandis pecunia, ut ex rationum libris nostri Collegii scire licet: de qua recuperanda nulla spes est; ea erat ultimis temporibus custodum negligentia, qui non solum eam pecuniam neglexerunt, sed aliam multam, ut ex sygraphis et obligationibus, annos jam ante sedecim aut viginti, plures aut pauciores, scriptis constare potest. Ejus bonam partem nos Collegio recuperavimus, ut dicemus postea.

Nicolaus Buckenham dedit terras suas in Haddenham Eliensi, redemptæ tamen sunt per Collegium a Willelmo Buckenham per nostra tempora custode (qui jure cognationis eas postulaverat) justo pretio pecuniarum doctoris Bayly, cujus etiam sumptu eadem ad manum mortuam confirmatæ sunt, ut dicemus in sequentibus, ubi ejus, de socii sui fundatione, beneficentiam declarabimus.

Domina Philippa Barleston contulit calicem unciarum xiii et iii quartarum.

Domina Anna Drury largita est viginti marcas argenti ex proventu domus suæ in parochia Sancti Michaelis in Coslonia

Norwici, ad fundos comparandos annui redditus 13 solidorum et quatuor denariorum, insumendorum pane et vino tribus sacerdotibus stipendiariis, celebrantibus in ecclesia parochiali prædicta, et omnia divina officia exequentibus in sacello Collegii nostri, si quid eorum fuerit reliquum.

Walterus de Helveden⁴ et Rogerus de Hydon sacerdotes, quid contulerunt, et quo tempore vixerunt, non lego, sed inter egregios benefactores referendos lego.

[p. 9]

Doctor Calton quondam hujus Collegii socius dedit ad emendos fundos 10 marcas argenti, quas magistro Carter tradidit in usus predictos.

Magister Jacket, alias Blundell de Eie, dedit Collegio vestimenta quædam, capas ceruleas et superpellicia duo.

1521

Sed hi Benefactores sunt. Malefactores erant Willelmus Tayte hospitii Divi Gerardi, decanus postea sacelli ducis Richmondiaë et Somersettiaë, et Thomas Asplande⁵ Hoveni diversorii cum suæ factionis hominibus gentis angliaë borealis, qui ex discordia inter eos et Humphredum de la pole nostri Collegii, fratrem ducis Suffolciaë, orta, incenderunt posticum nostrum occidentale, eorum hospitii non solum propinquum, via tantum publica intercedente, sed etiam ex adverso positum. Ad quod facinus tacito nutu provocabat Joannes Stachouse ejus anni procancellarius, homo ejusdem gentis et factionis, verbo tamen dissuadebat. Quo incenso, irruperunt hostili impetu omnes in Collegium, et ingressi in promptuarium, effuderunt omnem potum, et ni alia cado, alia fonte seu puteo argentea vasa occultasset promus, direpta fuissent eo furore omnia. Sed coacti sunt quam incendebant portam cum fenore incumbentis ædificii reficere, et omne vitium et offensam mature præstare. Ex his Willelmus Tayte, quasi prioris facinoris pænitentia motus, et juvenilem errorem senili prudentia compensans, sub mortem suam libros multos impressos, tum theologiaë, tum utriusque juris, alteriusque argumenti nostro Collegio dono dedit. Hæc gesta sunt anno Domini

1521, Willelmo Buckenham custode. Sed redeo ad benefactores, a quibus propter rationem temporis perpetrati mali declinaveram.

1524

Robertus igitur Thorpe senator Norwicensis et Agnes uxor ejus, dederunt Collegio nominationem honesti alicujus sacerdotis, aut socii nostri Collegii, ad Cantariam suam in ecclesia Sancti Michaelis in Coslonia, et donationem ejusdem, decem præterea marcas argenti, et vestimentum ostadi nigri 27^o Julii anno Domini 1524.

1534

Thomas Necton senator Norwicensis, dedit Collegio campanam, pretii decem solidorum, quæ postea revendita fuit, quia major erat quam pro sacelli usu, et pecunia expensa in bonos usus.

1556

Nicolas Shaxton Theologiæ doctor, quondam nostro tempore hujus Collegii socius atque presidens, dein episcopus Sarisburiensis, et ultimo suffraganeus Eliensis, moriebatur hoc Collegio anno Domini 1556, 5^o Augusti, et sepultus est in sacello. Dedit Collegio viginti libras ad emendas possessiones annui redditus viginti solidorum, ut festis Nataliciis per hyemem focus communis in Aula aut conclavi in perpetuum aleretur, et præterea libros theologicos multos*, ut Dionisium Carthusianum,

Chrysostomum

Arnobium

Ireneum

Barnardum

Ambrosium

Concilia generalia

Gregorium

Testamentum vetus

Erasmum

et multos alios, ut ex ejus nomine suis libris inscripto scire licet.

Andreas Denne etiam, hujus Collegii olim socius, decem libras contulit.

Inter precipuos benefactores hi sunt. Sunt et alii peculiari commendatione digni, uti tum ex aliis rebus, tum ex vasis

* See Appendix I for all books mentioned in the text.

argenteis (quæ per elapsa tempora copiosa erant) conjicio. Sed quia de his benefactoribus nihil habeo certi ex monumentis, contentus universali commendatione, vasa prioris temporis commemorabo, ut utilitatem majorum nostrorum componamus, qui collegium ab infantia per adolescentiam suo studio ac diligentia ad maturitatem statum ac perfectionem deduxerunt, nobis contra ad declinationem ac infantiam revocantibus omnia, et quæ a majoribus nostris probe constituta sunt, nostra iniquitate labefactantibus, nulla posteritatis habitatione: quasi nostra privata essent quæ possidemus (quod iniquum est), non nobis cum posteris communia. Non enim singulorum hominum, sed universæ reipublicæ causa possi-
[p. 10] demus. Etenim quæ a fundatoribus ac benefactoribus nostris concessa sunt, reipublicæ concessa sunt et consecrata, ut eorum ope egestas ad meliora emergat, evadatque docta in officia publica, idque per omnia tempora, non tantum nostra. Imitabantur fundatores illi nostri providos et prudentes agricolas, qui serunt arbores alteri seculo non præsentī tantum profuturas. Sed ad vasa redeo. Ex duorum ergo indicum in quos incidimus altero, legimus fuisse uncias argenti 1306, quæ pro ratione trium solidorum et quatuor denariorum singulæ æstimatæ, valebant omnes 217 libras. Ex altero, anno 1467 mense octobri scripto, uncias argenti 1180, quæ eadem ratione æstimatæ ducentas triginta quatuor libras quinque solidos et duos denarios valebant (*sic*). Ista cum in bonorum manus inciderunt, verisimile est aut fundamenta aut incrementa fuisse nascentis adhuc Collegii. Nos nostris temporibus cum in ærario publico ex auro puro libras fuisse sexcentas novimus, in prima creatione nostra in custodis officium, tantum libras quatuor et solidos sedecim invenimus. Quod etsi ferendum non fuit, æquius tamen si Collegium nihil debuisset; debuit autem ultra centum marcas, custode et senioribus sociis tribus omnem pecuniam in privatos usus consumentibus, quod in odium facti refero, et ne in posterum quoquo modo fiat consulo, et omnino prohibendum censeo.

Hucusque de primordiis et fundamentis nascentibus Collegii, de translatione et ædificatione, de fundatoribus et benefactoribus ejusdem deque custode et quatuor sociis diximus.

Jam de incremento numeri sociorum et scholarium, et eorum fundatoribus, subsidiariis patronis, et adjutoribus, lectionum authoribus, aliisque elemosinariis compendio dicemus. Et primo de fundatoribus custodis et sociorum, et subsidiariis patronis, mox de scholarium, ultimo, de lectionum authoribus et elemosinariis. Quod dum facimus, ordinem temporum et annorum retexere cogemur.

De custode et sociorum fundatoribus.

Diximus paulo ante fuisse a Collegio condito ad annum usque Domini 1478 unum custodem et socios tantum quatuor. Horum tres cum custode Willelmum Bateman reverendum episcopum fundatorem suum jam multis annis agnoverunt: cum tamen ante eum Edmundum Goneville agnoscere debuerunt, ut jam ante indicavimus. Quartus autem ille, ut ex Edmundi fundatione fuerat, ita quemadmodum evanuerat, nondum constat. Hoc constat, etiam anno Domini 1393, cum dono datum esset beneficium ecclesiasticum de Matsalle magna per feoffatores seu delegatos Radulphi Hemenall militis, ut ante dictum est, fuisse tantum quatuor, ut prius, socios. Nec obligatio erat ut Collegium alios tres socios nomine Mariæ de Pakenham aleret, sed ut tres socii sacerdotes orent pro ea. Quos per ea tempora necessum est ex 4 illis fuisse tres. Cujus rei argumentum et hoc est, quod a majoribus nostris constitutum legimus, ut precum ratione, singulorum illorum trium ordinario stipendio accessio sit in annos singulos duarum marcarum argenti ex ærario publico. Jam tamen unum Dominæ Mariæ de Pakenham substitutum socium habemus, qui unus octo argenti marcas habet, cæteris precum officio exoneratis, et quartum priorem deletum. Agnoscimus enim nunc tres tantum fundatoris Batemanni socios.

1393

Quartum ergo socium Dominæ Mariæ de Pakenham esse dicemus, qui precibus pro ea et domino de Hemenhall solus intendat. Dicemusque in ejus socii subsidium et vestitum, vestitum custodis et sociorum, ac distributiones ut vocant, datam collegio advocationem Ecclesiæ de Matsalle magna,

annui redditus per ea tempora quadraginta marcarum argenti, per nostra duodecim tantum librarum. Ex quibus si demas viginti solidos Episcopo Norwicensi annuatim solvendo pro decimis, pretium libræ thuris in annos singulos Episcopo Eliensi impendendum, et octo marcas argenti in salarium socii, [p. 11] et tredecim solidos et quatuor denarios in vestitum seu liberaturam, ut vocant, ejusdem: præterea si tollas in vestitum custodis 20^s et aliorum septem sociorum septem marcas argenti, id est singulis tredecim solidos et quatuor denarios, excluso Doctoris Bayly socio: postremo, si eximas distributiones (ut appellant) Custodis et cujusque novem sociorum, duodecim videlicet denarios in festis Paschæ et Nativitatis Domini, in summa viginti solidos, in universo tredecim libras tredecim solidos quatuor denarios et amplius, totus annuus redditus beneficii de Matsall exhaurietur, et Collegium quatuor marcarum annuo sumptu et amplius onerabitur. Quo scire licet nihil superesse ad alterum et secundum socium alendum. Nec est cur Collegium suo sumptu illum secundum Dominæ Mariæ alat: imo contra, æquius est ad exonerandum Collegium (quod alieno sumptu gravari non debet) ut quatuor marcæ argenti quatuor postremis Collegii sociis ante socium Doctoris Bayly pro liberaturis concessæ, et octo solidi pro distributionibus Collegii damno eisdem elargiti subtrahantur, qua ratione subtracti sunt Doctoris Bayly socio, videlicet, quod liberaturæ illæ et distributiones concessæ fuerunt tum, cum et quatuor tantum socii erant, nec plures futuros certo constabat. Quod autem in tertia fundatione mentio est decem sociorum, et in visitationum libris item decem, substitutusque ibi est Willelmus Barker, hic Andreas Person, in socium Dominæ Mariæ de Pakenham, cum tamen nec ille tum socius (etsi nostro tempore) nec iste unquam fuit, ex conditione seu statu Collegii parum cognito natum est. Cum enim cognitum fuit collegis nihil esse unde decimus aleretur socius, et ob id non alendum judicarunt, habere tamen videri voluerunt quod fundatum fuisse suspicati sunt. Sed Thomas Wendye et Edwardus Crome, prior medicinæ alter theologiæ doctor, viri graves et fide digni, olimque ante nostra tempora nostri Collegii socii, et anno Domini 1560 ambo superstites, fatebantur se suis temporibus

nunquam vidisse decem socios, nec nostro tempore nos vidisse unquam decem, etiam nos, Richardus Taverner, Andreas Deane, Willelmus Barker, et Willelmus Botswayn, qui ex omnibus nostri temporis sociis soli nunc vivimus testamur. Atque istud ausim affirmare etiam, ante tertiam foundationem non plures fundatos quam nostro tempore fundati sunt. Nostro autem tempore postremus fuit, qui doctoris Bayly socius fuit, et postremus remansit usque ad tertiam foundationem. Doctor Wendie tantum novit octo. Nonum doctor Crome primus novit, executor testamenti Joannis Bayly, cujus socium diximus fuisse nonum. Tamen quia in postremis foundationis literis, decem sociorum prioris temporis mentio est, decimum Collegii socium diximus, et ejus sumptibus alendum me custode constituimus, ut secundo libro proferemus.

1478

Quintum, et eum presbiterum, secundum statuta Collegii nostri eligendum, Stephanus Smithe clericus, rector ecclesiæ Blonerton in comitatu Norfolciæ adjunxit, ultimo Maii anno Domini 1478, Henrico Costesey custode. In cujus socii subsidium, dedit fundos suos in Barningham in comitatu Suffolciæ, annui redditus per ea tempora quatuor librarum, per nostra quinque. Ex quibus quatuor marcas argenti assignavit socio in stipendium, et eum alterius subsidii fecit capacem. Theologiæ studiosum esse voluit, et gradu theologico insignitum suo tempore, utque ter annis singulis apud Barningham, in festo nempe sanctæ Margaretæ, in adventu Domini, atque in quadragesima, concionetur, instituit: ut pro Stephano Smith benefactore suo in concionibus oret, utque in Collegio divina pro defunctis officia, et exequiæ mortuorum, in festo Sanctæ Margaretæ celebrentur, præcepit. Vocari autem voluit suum socium, Stephani Smith presbiterum.

1487

Sextum ex diocesi Norwicensi oriundum, eadem ipsa præclara domina Elizabeth Clere vidua (de qua prius diximus) pietate nunquam satis laudata instituit, anno Domini 1487, ut

theologiæ studiosus sit, et gradibus ejusdem insigniatur, suique in concionibus honestam faciat mentionem, utque literis Collegii [p. 12] sigillo obsignatis ejus electio intra mensem aut sequimensem in manerio suo de Ormesby in hundredo de Flegge juxta Silbie in comitatu Norfolciæ, hæredibus suis significetur, sub poena amittendi possessiones Collegio per eum (*sic*) concessas, et sub juramento in cujusvis admissione præstando, voluit. In cujus subsidium Collegio dedit 14^o Octobris anno regni regis Henrici septimi 2^o, certas terras ac tenementa sua in Tutington juxta Aylsham, et aliis oppidis adjacentibus, unà cum iis quæ ad eas pertinent in comitatu Norfolciæ, nuper vocatas Portlandes, annui redditus hodie quatuor librarum sedecim solidorum et octo denariorum, fecundioribus olim quam nunc arvis existentibus, quod ex eo scire licet, quod in stipendium socio suo assignavit novem marcas argenti.

1502

Septimum domina Anna Scrope vidua, uxor quondam domini Johannis Scrope de Bolton, ex diocesi Norwicensi oriundum ordinavit, 4^o Martii anno Domini 1502, Johanne Barly custode. Sacerdotem esse voluit, et sacrarum literarum studiosum, atque ut salarium, victum et alias commoditates habeat ut statuta Collegii ferunt, decrevit. In hoc dedit Collegio octo libras annui redditus ex manerio suo de mortimers in Newenham. Ad quod Collegio ad manum mortuam confirmandam, domina Anna Drury uxor prius Johannis Baniarde 40 libras contulit. Socio assignantur octo marcæ. Ejus electio ut fiat intra menses tres instituit, alioqui voluit ut magistro Collegii de Rushforde viginti solidi persolvantur, ac deinde de tribus septimanis tres in tres quadraginta solidi quam diu locus vacaverit.

1503

Octavum Willelmus Willowes de Cantabrigia cheirothecarius fundavit anno Henrici septimi 16^o, augusti 12^o, Edmundo Stubbes custode. Socium suum sacerdotem et theologiæ studiosum esse voluit, secundum statuta Collegii eligendum, et viventem salario

octo marcarum, et una toga pretii unius marcæ argenti. Dedit Collegio in hujus subsidium, et unius scholaris bibliotistæ, omnes terras suas cum ædificiis in Teversham, ditton, fulburne, et hinton, annui redditus quatuor librarum, una cum quinque marcis ex molendino de Newenham. Scolari autem bibliotistæ 40 solidos in annos singulos assignavit.

1534

Nonum Joannes Bayly theologiæ doctor, quondam Aulæ Pembrochianæ socius, et ecclesiæ Sancti Mathæi et sacelli beatæ Mariæ in Ipswiche in comitatu Suffolciæ rector, sua liberalitate instituit anno 1534, 20 die februarii, Willelmo Buckenham custode. Ordinavit ut aut theologiæ aut medicinæ studeret ejus socius, secundum Collegii statuta eligendus, exhibuitque in ejus stipendium octo marcas in omnes sumptus. In id Collegio dedit trecentas libras et amplius, quarum ducentis Willelmus Buckenham, per id tempus Collegii custos, vendidit Collegio prædia ea, quæ prius fratrem ejus Nicolaum concessisse diximus, in Haddenham Eliensi, Wilton, Sutton, Stretham, Ereth, et Wittelsforde, id est, Madingleys, cum Osdelwere, Pertrikes, et Stephuns; ac domum quandam in parochia Sancti Edwardi Cantabrigiæ in foro pisorum. annui redditus omnia, novem librarum et duodecim solidorum; et centum libris ejus pecuniæ ea prædia ad manum mortuam Collegio confirmavit. Vestitum seu liberaturam (sic enim vocant) ut cæteri socii non habet doctoris Bayly socius, credo quod liberaturæ illæ aliis jure non debentur, quam quatuor illis sodalitatibus primis, quæ ante id tempus fundatæ sunt, quæ per Radulphum Hemenhall concessæ sunt.

Atque ita ante tertiam foundationem, novem tantum socii erant.

Decimum tamen et postremum, quem opinio Collegiarum ejus temporis fecit, sibi totidem esse falso persuadentium, sed [p. 13] quo auctore aut stipendio nescientium, ut jam ante diximus cum de quarto socio verba fecimus, cogebarur nos, quo foundationi tertiæ satisfaceret, communi consensu sociorum omnium constituere, ex ærario publico stipendium assignare, et Collegii socium nominare.

1504

De socio aut scholare⁶ ex diocesi Norwicensi eligendo, Henrici Carter Clerici tum dudum nostri Collegii socii, quem, si fortuna votis respondisset 12^o Augusti anno Domini 1504 et regni regis Henrici septimi 19^o, Joanne Barly custode, addidisse constituit, exhibendo ei in septimanas singulas octo denarios ex fundis suis in Thornham et Tichewell in comitatu Norfolciæ, nihil dico, quia Collegium fundos eos suis impensis redimere jure cogeatur. Eam ob causam nec socius nec scholaris jure alitur.

De subsidiariis sociorum patronis.

1520

A fundatoribus sociorum transitus est ad subsidiarios eorum patronos, quorum primus occurrit Galfridus Knight, sacrarum literarum professor, qui testamento suo primo Octobris anno 1520 condito, Joanne Skippe Herefordiensi episcopo tum custode et olim socio, dedit Collegio nostro in subsidium duorum sacerdotum theologiæ studiosorum, qui ex senioribus Collegii nostri sociis fuerint per custodem eligendi, et unius lectoris humaniorum literarum in Collegio nostro, manerium suum de Pattisley in Comitatu Norfolciæ, annui redditus viginti marcarum, jam commutatum manerio de Stow Quie et Teversham in comitatu Cantabrigiæ vocato Dengayns, et aliis terris ibidem positis, annui redditus viginti unius librarum. In cujus manerii reliquum comparandum, pecuniæ doctoris Bayly impensæ fuerunt. Utrique socio assignavit octo marcas in stipendium ea conditione, ut antequam ejus participes fuerint, per literas Collegii communi sigillo consignatas, eorum admissionis certior fiat hæres dominæ Katarinæ, uxoris Joannis Heydon militis in Baconsthorpe in Comitatu Norfolciæ, et bis septimanis singulis officia divina peragent cum certis orationibus præscriptis, exclusi ab omni alieno officio seu subsidario, ut vocant, servitio. Lectori literarum humaniorum, annuatim per solum custodem eligendo, quadraginta solidos assignavit.

1539

Secundus patronorum subsidiariorum fuit Joannes Whitacres clericus, Norwicensis, qui Collegio dedit primo Maii anno 1539, et regni regis Henrici octavi vicesimo, Joanne Skippe custode, in subsidium unius socii, divina obituri officia bis septimanis singulis apud sanctam Mariam majorem Cantabrigiæ, et cantaturi in choro singulis diebus dominicis atque festis uno mense excepto, omnes terras seu fundos suos in Steple Mourden et Gilden Mourden in Comitatu Cantabrigiæ; et terras suas in Aschewell in comitatu Hertfordiæ, annui redditus trium librarum tredecim solidorum et quatuor denariorum, ultra reprisas (ut appellant) seu sumptus ordinarios, sed ita ut is socius habeat in subsidium tres libras sex solidos et octo denarios, et eligatur.

De fundatoribus Scholarium.

1503

Willelmus Willowes Cantabrigiensis (de quo egimus cum de octavi socii fundatione diximus) unum scholarem bibliologum fundavit, stipendio 40^s ut superius exposuimus, cum de ejus socio scripsimus.

1505

In sustentationem unius sacerdotis (cui tamen sacerdotium non est) aut duorum scholarium diocesis Norwicensis, Willelmus Gale de Eie in comitatu Suffolciæ sacerdos, dedit per chartam suam indentatam, datam septimo die Septembris anno Domini 1505, et anno septimo regni regis Henrici septimi, manerium de Banstedes in Cowlinge et Cirtelinge in comitatibus Suffolciæ et Cantabrigiæ annui redditus quatuor librarum, et decem solidorum, comparatum nonaginta sex libris, quas Collegio prius dederat. Etsi mihi non exciderit e memoria me legisse in veteri rationum libro post computum Paschæ 1513, concessas fuisse eas terras Collegio a Willelmo Gale et Thoma Alkin, ac rursus locatas a Collegio Richardo Pitches de Cirtelinge ad annos viginti, annuali redditu quatuordecim librarum,

forsan quod bona parte quadraginta librarum, quas domina Elizabeth Clere dedit, et aliqua parte pretii terrarum in Causton, aliæ emptæ et junctæ terræ sunt in Cirtelinge ad summam predictam. Idem Willelmus terras etiam suas in Hinxton in Comitatu Cantabrigiæ annui redditus quatuor librarum, ex testamento nobis reliquit, sed ea conditione ut socius suus annuatim percipiat quatuor libras in stipendium, aut duorum scholarium singuli, quadraginta solidos, sub pœna amittendi terras si nullus sustineatur. Sed imperio suo urgente nimium Edwardo North, per ea tempora curiæ augmentationum et reventionum coronæ domini regis cancellario, nunc vero domino et barone de Cartelinge, Joannes Skippe tunc custos predia illa cum terris nostris in Hinxton, quasi vi coactus, vendidit 300 libris, et earum pretio manerium de Aynels in Westoninge in comitatu Bedfordiensi, annui redditus quatuordecim librarum redemit anno Domini 1540, unde unus tantum hodie bibliotista, salario quadraginta solidorum, nomine scholaris Willelmi Gale alitur, forsan quod maxima ejus manerii pars sit emptæ aliena, non Willelmi Gale pecunia.

1507

Willelmus Sigo grammatices professor, quondam hujus Collegii commensalis, dedit 12 Junii 1507, Edmundo Stubbe custode, in subsidium unius scholaris diocesis Norwicensis, domum suam apud le Castle ende in Cantabrigia, vocatam vulgo le Maydenheade, et terras suas in agris Cantabrigiæ, Chesterton, Histon, Girton, et Cotton, annui redditus viginti solidorum. Sepultus est in sacello Collegii nostri.

1540

Thomas Alkyn vicarius de Mutforde in Comitatu Suffolciæ, et Margeria Hore de eadem, dederunt singuli anno Domini 1540 et regni regis Henrici 8ⁱ 31, Joanne Skippe custode, quadraginta octo libras. Lego tamen aliis monumentis tempore Edmundi Stubbes largitas fuisse eas, eumque Edmundum ea pecunia Collegio possessiones in Cowlinge et Kirtelinge alias Cartelinge annui redditus quatuor librarum emisse. Dedit

idem Thomas clausum etiam in Worlingham magna, vocatum paynes close, in comitatu Suffolciæ, annui redditus quadraginta solidorum, ac præterea decem libras numerata pecunia in sustentationem trium scholarium diocesis Norwicensis, salario singulorum triginta quinque solidorum. Eligendi hi sunt per custodem et duos seniores socios, cum eorum loca vacant.

1556

Petrus Hewet de Barow in comitatu Suffolciæ clericus dedit Collegio libras 180, et scholares tres diocesis Norwicensis, bonæ indolis et spei, grammaticæ doctos, et commoratuos in collegio usque dum magisterii gradum consecuti sunt, unum per custodem, secundum per presidentem, tertium per seniore socium illi proximum eligendos instituit, 12^o Julii anno regni Philippi et Mariæ tertio et quarto, et anno Domini 1556. Ita tamen ut singuli scholares, si per corruptionem aut citra qualitates commemoratas electi fuerint, per custodem excludantur, et alii eorum loco substituantur primo per eos penes quos eligendi jus fuit, postremo eis fallentibus per custodem, et sic ut singuli scholares sui habeant annuatim quatuor marcas in stipendium ex annuis redditibus fundorum sua pecunia emptorum. De quibus fundis postea dicemus suo loco, quo tempore acquisiti fuerint. Acquisitum autem est manerium de Woborne.

De cygni diversorio ex adverso Ecclesiæ divi Petri de Mancrofte in foro Norwicensi, annui redditus quinque librarum sex solidorum et octo denariorum, inconsulte empto centum viginti libris, et propter ruinam quam minatum est revendito centum libris, anno Domini 1562^o, nihil dico, propter editum mali frugi (*sic*) exemplum.

Hos scholares si in numerum redigere libeat, tot fuerunt ante tertiam foundationem, quot socii, novem videlicet.

De authoribus lectionum.

1520

Post sociorum et scholarium fundatores, ut de lectionum authoribus commemoratio fiat, ordo rerum postulat. Quare [p. 15] lectionum literarum humaniorum author primus fuit

Galfridus Knight theologiæ doctor, deditque Collegio in lectoris mercedem quotaunis quadraginta solidos ex manerio suo de Pattysley, ut ante cum de ejus socio scripsimus, complexi sumus.

1536

Secundus post eum fuit serenissimus princeps et rex Britanniae, Henricus 8, qui quia primos fructus et decimas decreto Parlamenti sui, anno Domini 1536, et regni sui 27, remisit universitati, et in ea nostro Collegio, voluit ut una lectio humaniorum literarum juventuti nostræ perlegatur imperpetuum. Quamobrem a predecessoribus nostris rectè constitutum est, ut socius unus, unica quadraginta solidorum mercede duplici lectione, altera græcè altera latinè, utrique auctori satisfaciat.

De elemosynariis.

A fundatoribus, benefactoribus, et lectionum auctoribus ad elemosinarios venio. Ex quibus Reginaldus Elie lapidicida seu fremason (ut evidentiae ejus nominant) Cantabrigiensis, primus est, qui per nostra tempora dedit per Willelmum Buckenham executorem testamenti sui et hujus Collegii magistrum sive custodem, unum ædificium in tres habitationes divisum, in angiporto vulgo nominato Michell lane in Cantabrigia, in habitationem trium pauperum per custodem eligendorum, et terras suas in campis de Berton, Grancester, Cumberton, et Chesterton in comitatu Cantabrigiæ, annui fructus viginti solidorum, impendendorum in reparationes dictarum ædium, in redditum annum novem solidorum Collegio Sancti Michaelis, nunc autem jure ejusdem Collegio Sanctæ et individuae Trinitatis pro solo seu messuagio super quo ædificium constituitur, et in sex solidos octoque denarios numerandos (si fieri potest) in mercedem laboris collectoris redditus, socio nostri Collegii per custodem substituendo, qui rationem accepti et expensi reddat annis singulis in festo Sancti Lucæ, aut duobus diebus insequentibus, et in subsidium pauperum inhabitantium si quid superfuerit.

Atque ita de fundamentis et incrementis nascentis Collegii, de uno custode et sociis primo quatuor, postremo novem, de scholaribus item novem cum suis fundatoribus, adjutoribus, et benefactoribus, de lectionum authoribus, elemosynariis, et iis qui Collegio quid contulerint tempore primæ et secundæ foundationis, quantum ad nostram notitiam pervenire potuit, diximus. Superest ut quot possumus magistros sive custodes ejus temporis enumeremus, et annorum primarum foundationum supputationem faciamus, atque ita ad tertiam foundationem transeamus.

Custodum catalogus.

Custodum sive magistrorum Collegii nostri
primus erat

Joannes Cotton, de Tyrington, anno Domini 1348.

Willelmus Rougham medicinæ doctor, secundus.

Richardus Pulham, tertius, 1393.

Willelmus Somersham^r, 1412.

Joannes Rikinghale 1423, qui resignavit officium in crastino Sancti Benedicti 1426.

Thomas Atwoode 1440, qui præfuit ad annum usque 1454.

Thomas Bulleyn, 1467.

Edmundus Shireffe 1472, in cujus electione turbam non modicam excitavit Laurentius Bothe^s in jure licentiatus, et episcopus postea Excestrensis, qui ambitione sua sibi prefecturam curavit, sed frustra, homo parum integer non dicam pessimus, quod omnem Collegii pecuniam, quam quoquo modo per fas nefasque corradere potuerat, una cum preciosiori calice et argenteo poculo, in usus suos convertit. Quæ an restituta fuerant cum ad pinguiores fortunam pervenerat, adhuc non constat. Obiit Edmundus, vir in officio diligentissimus, in festo Sancti Michaelis 1475. Scripsit registrum, ut vocat, fundationum Collegii, appropriationum, bonorum spiritualium et temporalium, librorum, jocalium seu monilium (utor ejus verbis) atque id genus aliorum anno 1472, quod registrum adhuc superest, et hisce annalibus conjunctum est tum memoriæ et antiquitatis causa, tum in diligentiae exemplum iis qui insequentur custodibus.

Henricus Costesey 1475, qui in præfectura obiit 20^o Julii anno 1483.

Johannes Barly 1483, præfuit annis viginti, viz. ad annum Domini 1503.

Edmundus Stubbes 1503, prefuit annis 11, obiit 1514, paulo [p. 16] post festum Sancti Mathæi apostoli.

Willielmus Buckenham 1514, statim a computo Sancti Michaelis electus est. Præfuit annos viginti duos. Resignavit officium jam gravis annis doctissimo et ingeniosissimo viro Joanni Skippe Herefordiensi episcopo, prius nostri Collegii socio, in festo Sancti Johannis Baptistæ, anno 1536. Moriebatur Norwici apud Sanctum Michaelem in Coslonia (ubi ecclesiæ rector fuit) decimo octavo Junii 1540, anno ætatis suæ octogesimo primo.

Johannes Skipp 1536, præfuit annos quatuor, et anno Domini 1540, 25^o Junii, resignavit optimo viro Joanni Styrmyrn theologiæ baccalaureo.

Johannes Styrmyrn 1540, præfuit annos duodecim.

Thomas Bacon, theologiæ baccalaureus, anno 1552 electus, præfuit annos septem.

Fuerunt omnes theologi, quantum constat, præter Willelmum Rougham doctorem medicum.

Ex hoc custodum catalogo, foundationum collatione, et annorum supputatione scire licet, fuisse a principio primæ foundationis Aulæ de Gonneville in Lurghburni vico (quod ex charta donationis ejusdem Edmundi fuisse constat anno Domini 1348, in septimana pentecostes) ad tertiam usque foundationem, quarto videlicet septembris anno Domini 1557, annos novem supra ducentos, et menses tres plus minus. Verum a concessione literarum patentium Edmundo Gonneville per regem Edwardum tertium 28^o Januarii 1347, usque ad tertiam foundationem, fuisse annos ducentos et decem et circiter menses septem. A secunda item fundatione Aulæ ejusdem in Lurghburni vico, 21^o Decembris 1351, ad tertiam foundationem intervenisse annos 206. Ac a primordiis presentis Collegii in Henney transformatis anno 1353, ad tertiam foundationem, annos intervenisse 204. Hinc illud etiam constare potest, inter primam foundationem Aulæ de Gonneville in Lurghburni vico,

et primordia presentis Collegii in Henney, fuisse annos quinque. Neque istud prætereundum, secundam foundationem fuisse Aulæ de Goneville in Lurghburni vico, non presentis Collegii in Henney, quod ex eo scire licet, quod secunda fundatio fuit 21^o Decembris anno 1351, permutatio autem locorum, et ædificiorum in Henney transformatio, non ante annum Domini 1353. Itaque hujus nostri Collegii in Henney, ante tertiam foundationem, fundatio erat nulla, Aulæ autem de Goneville in Lurghburni vico foundationes erant duæ, si modo foundationes sint dicendæ, quæ a rege aut plene aut nullatenus non manarunt. Dicemus tamen una cum locorum transmutatione, translata quoque foundationum virtutem in hoc nostrum Collegium in Henney, in majorem rei autoritatem.

Fundato Collegio fenestras vitreas addiderunt locis publicis suo quique tempore hi benefactores:

Aulæ.

Willelmus Sponne archidiaconus: Maria Clynte et frater ejus Henricus: Thomas Warner socius, et Johannes Cruche socius, doctor et decanus Cicestrensis:

Bibliothecæ.

Johannes Dogget, archidiaconus Cicestrensis: Willelmus Lynewode doctor et episcopus Menevenensis, commensalis: Joannes Markham, archidiaconus Norfolciæ et Cornubiæ: Thomas Boleyn custos: Joannes Clynte, theologiæ doctor, socius, et vicarius Walden: Willelmus Grene, socius ac theologus: et Galfridus Champeney, socius et theologus.

Sacelli.

Nicolaus de Boteshome: Joannes de Ufford: et Henricus de Spencer, episcopus Norwicensis.

Aulæ impluvium.

Aulæ mediæ incubuit impluvium, et illi draco ingens, quovis vento mobilis: utrumque grave plumbo, adeo ut per tempestates metus erat ne aulæ tectum gravitate deturbent. Quapropter sublatum utrumque est nostra memoria, circiter annum Domini 1531.

Robertus de Thorpe eques, quondam cancellarius Angliæ, dedit quadraginta marcas argenti, ut et Johannes de Bottynsham episcopus Roffensis viginti libras.

[p. 17] Ex hac fundatione promanarunt præter
cæteros insignes viros nostra memoria
præclari viri,

Willelmus Reppes	}	Episcopus	{	Norwicensis	}
Nicolaus Shaxton				Sarisburiensis	
Johannes Skippe				Herefordiensis	
Gulielmus Buttes	regis	Henrici octavi	}	medicus	
Thomas Wendie		ejusdem Henrici			
		Edwardi Sexti			
		Mariæ et			
		Elizabeth			
		regum & reginarum			

Henricus de Morley, Baro; et Henricus Walker doctor medicus, atque in hac Academia medicinæ professor publicus.

Et ante nostram memoriam:

Humphridus de La Pole, ducis Suffolciæ frater, Comes; quem solum ideo recenseo, non quod omnes (credo) enumerem, sed quod ex vetustatis monumentis male asservatis, aut hominum negligentia memoriæ parum commendatis, nullum alium reperiam. Pensionarius erat hujus Collegii anno Domini 1510, et anno secundo Henrici octavi.

Duo item filii ducis Suffolciæ; quorum personæ in fenestra in capite schalarum quæ ascendunt ad custodis cubiculum et bibliothecam, depictæ sunt doctorali habitu.

Una nobiscum per juventutem hujus Collegii pensionarius erat Thomas Gresham, nobilis ille et ditissimus mercator, qui forum mercatorum Londini (quod Bursam seu regale excambium vocant) exstruxit anno salutis 1566, 1567, 1568, 1569, quo tempore nostrum Collegium nos quoque ædificavimus istic Cantabrigiæ.

[p. 18]

*Concessionēs Romanorum**Pontificum.**Clementis* 7, circiter annum Domini 1414.

Sententia Clementis pro decimis de Hoveburgh, rectori de Mutforde adjudicatis.

Sententia lata pro rectore de Mutford, contra rectores de Barnbye et Gysham pro decimis predictis.

Bonifacii 9, 1404.

Ut liceat appropriare Collegio ecclesiam de Wilton.

Ut liceat ecclesiam de Matsall magna etiam eidem appropriare.

De quibus in Registro Mri Edmundi Shiriff, folio 46 et 66 :

Bonifacii 9, et *Alexandri* 6,

circa annum Domini 1500.

Ut præsbyteri et scholares Collegii, atque etiam hospitii Fyshwike, celebrare audireque possint divina officia in Collegii sacello, ordinarii licentia non requisita, et sepelire.

Ut liceat Collegio fructus beneficiorum appropriatorum clericis et laicis indifferenter locare, absque ordinarii licentia vel mulctatione aliqua.

Alexandri 6, 1502.

Ut eligantur et deputentur annuatim sub sigillo Collegii communi ad exercitium predicationis, duo de Collegio artium magistri, vel in theologia baccalaurei, qui per totum regnum Angliæ verbum Dei predicent, ordinarii licentia super hoc minime requisita, sed ecclesiarum rectorum consensu tantum habito.

[p. 19]

*Bulla*⁹ *Bonifacii noni.*

Anno Domini 1384.

Quod licet celebrare officia divina in sacello Collegii non habita licentia Episcopi Eliensis, modo non fiat in præjudicium ecclesiæ parochialis.

Bonifacius episcopus servus servorum Dei. Dilectis filiis Custodi et scholaribus Collegii Annunciationis beatæ Mariæ virginis in studio Cantabrigiæ Eliensis diocesis salutem et apostolicam benedictionem. Sinceræ devotionis affectus quem ad nos et Romanam geritis ecclesiam promeretur ut petitionibus vestris illis presertim quæ animarum salutem et divini cultus augmentum respiciunt quantum cum deo possumus favorabiliter annuamus. Vestris itaque supplicationibus inclinati ut in Capella Collegii vestri Annunciationis beatæ Mariæ virginis in studio Cantabrigiæ Eliensis diocesis ad reverentiam Dei et ejusdem virginis fundata et constructa vos et quicumque alii ydonei in dicto Collegio pro tempore habitantes ac etiam ad illud pro tempore declinantes in presbyteratus (*sic*) et sacris ordinibus constituti causa devotionis dummodo aliquod canonicum nobis et eis non obsistat missas et alia divina officia etiam cum nota et alta voce celebrare pro tempore libere et licite valeatis et valeant diocesani loci et cujuscunque alterius licentia super hoc minime requisita quibuscunque constitutionibus apostolicis ac provincialibus et synodalibus statutis et aliis contrariis nequaquam obstantibus vobis et successoribus vestris pro tempore in ipso Collegio autoritate apostolica tenore presentium de speciali gratia indulgemus, jure tamen parochialis Ecclesiæ et cujuscunque alterius alias in omnibus semper salvo. Nulli ergo omnino hominum liceat hanc paginam nostræ concessionis infringere vel ei ausu temerario contraire. Si quis autem hoc attemptare presumpserit indignationem omnipotentis Dei et beatorum Petri et Pauli apostolorum ejus se noverint incururos. Datum Romæ apud sanctum Petrum Id. Novembr. Pontificatus nostri anno quinto.

[p. 20]

Bulla Sixti quarti.

Anno Domini 1481.

Quod licet monachis Norwicensibus studere in Collegio non obstante decreto ut omnes monachi universitatis studeant in Collegio de Buckyngham quod hodie Collegium Magdalene dicitur.

Sixtus Episcopus servus servorum Dei. Dilectis filiis Priori

et Capitulo ecclesiæ Norwicensis ordinis Sancti Benedicti salutem et apostolicam benedictionem. Sinceritas vestræ devotionis exposcit ut illa vobis favorabiliter concedamus ex quibus tam ecclesiæ vestræ Norwicensis ordinis Sancti Benedicti quam illius personis honor et utilitas valeant provenire. Exhibita siquidem nobis nuper pro parte vestra petitio continebat quod olim bonæ memoriæ Wilhelmus episcopus Norwicensis monachorum dictæ ecclesiæ literarum studio insistere volentium commodo et utilitati providere cupiens de bonis adeo sibi collatis duo Collegia unum videlicet sub sanctæ Trinitatis et aliud sub Annunciationis beatæ Mariæ virginis invocationibus Gunwill hall et Trinite hall nuncupata in universitate studii generalis Cantabrigiæ Eliensis diocesis in quibus monachi predicti morarentur et studerent fundavit et dotavit, sed quia felix recordationis Benedictus Papa XI predecessor noster dudum inter alia statuit et ordinavit quod omnes et singuli monachi dicti ordinis in eadem universitate studere volentes in certo alio Collegio dictæ universitatis ad hoc deputato morarentur et studerent monachi ejusdem ecclesiæ in prefatis Collegiis studere non possunt statuto et ordinatione obsistentibus supradictis. Quare pro parte vestra nobis fuit humiliter supplicatum ut vobis [p. 21] quod monachi dictæ vestræ ecclesiæ quos in prefata universitate studere contigerit in predictis Collegiis per eundem episcopum ut premittitur fundatis morari et studere valeant concedere de benignitate apostolica dignaremur. Nos igitur hujusmodi supplicationibus inclinati vobis quod monachi dictæ ecclesiæ quos in eadem universitate pro tempore studere contigerit in predictis Collegiis per prefatum episcopum ut premittitur fundatis morari et studere libere et licite valeant statuto et ordinatione premissis et quibusvis apostolicis necnon bonæ memoriæ Ottonis et Ottoboni olim in regno Angliæ apostolicæ sedis legatorum ac in provincialibus ac synodalibus Conciliis editis generalibus vel specialibus Constitutionibus et Ordinationibus statutis quoque et consuetudinibus ecclesiæ et ordinis predictorum juramento confirmatione apostolica vel quavis firmitate alia roboratis ceterisque contrariis nequaquam obstantibus auctoritate apostolica tenore presentium de specialis dono gratiæ indulgemus. Nulli ergo omnino hominum liceat

hanc paginam nostræ concessionis infringere vel ei ausu temerario contraire. Si quis autem hoc attemptare presumpserit indignationem omnipotentis Dei ac beatorum Petri et Pauli Apostolorum ejus se noverit incursurum. Datum Romæ apud Sanctum Petrum Anno Incarnationis Dominicæ Millesimo quadringentesimo octuagesimo primo, undecimo Kalendarum Junii, Pontificatus nostri Anno decimo.

Bulla Alexandri sexti.

Anno Domini 1500.

Quod liceat divina officia celebrare in sacello scholasticis Collegii et Hospitii Fischwicke, eucharistiam servare, sacramenta ministrare, et corpora sepulturæ tradere.

Alexander Episcopus servus servorum Dei ad perpetuam rei memoriam. Piis fidelium votis illis presertim quæ divini cultus augmentum et animorum salutem concernunt libenter annui-
[p. 22] mus illaque quantum cum Deo possumus favoribus prosequimur opportunis. Dudum siquidem fœlicis recordationis Bonifacius papa VIII predecessor noster tunc custodi et scholaribus Collegii annunciationis beatæ Mariæ virginis in studio Cantabrigiæ Eliensis diocesis omnibusque aliis in eodem Collegio pro tempore existentibus et ad illud declinantibus in presbyteratus (*sic*) et sacris ordinibus constitutis ut in Capella dicti Collegii sub invocatione ejusdem beatæ Mariæ Virginis fundata missas et alia divina officia etiam cum nota et alta voce diocesani loci et cujusvis alterius licentia super id minime requisita libere celebrare possent per suas literas licentiam concessit prout in illis plenius continetur. Cum autem sicut exhibita nobis pro parte dilectorum filiorum moderni Custodis et sociorum dicti Collegii petitio continebat dictum Collegium habeat unam domum Hospitium Fischewyke nuncupatam in alia parte viæ contra dictum Collegium quæ ad illud legitime pertinet et in qua scholares literarum studio operam dantes habitant et si scholares inibi pro tempore habitantes ac socii et aliæ personæ in dicto Collegio pro tempore existentes etiam in non sacris ordinibus constituti in dicta capella divina officia etiam cum nota et alta voce hujusmodi celebrare valeant ex

hoc profecto scholarium domus et Collegii hujusmodi inibique existentium commodo plurimum consuleretur ipsique scholares facilius literis operam dare possent eisque vagandi occasio adimeretur et ad pia excercenda cum animarum salute et divini cultus augmento excitarentur. Pro parte Custodis et sociorum predictorum nobis fuit humiliter supplicatum ut in domo et Collegio predictis pro tempore existentes in non sacris ordinibus constituti divina officia cum nota et alta voce hujusmodi celebrare possint statuere et ordinare aliasque in premissis opportune providere de benignitate apostolica dignaremur. Nos igitur custodem et socios et eorum singulos a quibusvis excom-[p. 23] municationis suspensionis et interdicti aliisque ecclesiasticis sententiis censuris et pœnis a jure vel ab homine quavis occasione vel causa latis si quibus quomodo libet innodati existunt ad effectum presentium duntaxat consequendum harum serie absolventes et absolutos fore censentes hujusmodi supplicationibus inclinati auctoritate apostolica tenore presentium statuimus et ordinamus quod tam Custos et socii Collegii ac scholares domus hujusmodi quam alii in eis pro tempore existentes in non sacris constituti divina officia in dicta capella cum nota et alta voce celebrare ipsique custos et socii inibi Eucharistiam decenter tenere et conservare ac capellanum seu alium secularem aut quorumvis ordinum etiam Mendicantium regularem sacerdotem qui custodi et sociis ac scholaribus et aliis in Collegio et Domo hujusmodi pro tempore existentibus ecclesiastica sacramenta ministrare valeat deputare et in ea pro tempore decedentium corpora ecclesiasticæ sepulturæ tradi facere libere et licite possint prefati diocesani et cujusvis alterius licentia super hoc minime requisita sine parochialis ecclesiæ et cujusvis alterius prejudicio non obstantibus quibusvis apostolicis nec non bonæ memoriæ Ottonis et Ottoboni olim in Regno Angliæ apostolicæ sedis Legatorum ac in Provincialibus et Sinodalibus Conciliis editis generalibus vel specialibus constitutionibus et ordinationibus cæterisque contrariis quibuscunque. Nulli ergo omnino hominum liceat hanc paginam nostræ absolutionis statuti et ordinationis infringere vel ei ausu temerario contraire. Si quis autem hoc attemptare presumpserit indignationem omnipotentis Dei ac beatorum

Petri et Pauli Apostolorum ejus se noverit incursum. Datum Romæ apud Sanctum Petrum Anno Incarnationis Dominicæ Millesimo quingentesimo, decimo septimo Kalendarum Junii, Pontificatus nostri anno octavo.

[p. 24] *Exemplificatio pensionis trium librarum huic
Collegio a Principe annuatim impensarum
pro hospitio de Physhivic.*

Edwardus sextus Dei gratia Angliæ Franciæ et Hiberniæ rex fidei defensor et in terra ecclesiæ Anglicanæ et Hiberniæ supremum caput omnibus ad quos presentes literæ pervenerint salutem. Inspeximus inter recorda et irrotulamenta Curie augmentationum et reventionum coronæ nostræ quoddam decretum per Cancellarium et unum generalem supervisorem ac sollicitatorem Curie predictæ factum in hæc verba. Memorandum. Whereas the master and fellowes of the halle or howse of our Ladie called Gonevill hall in the towne and university of Cambridge by their dede made under their Common seale bearing date the xxixth daye of October in the xxxviiiith yeare of the reigne of our late soveraigne Lorde Kinge Henrie the eight, gave and granted to the said late Kinge and his heires and successors for ever their howse or hostle cald Phiswicke otherwise called Phisicke hostle with the appurtenaunces in the said towne and universitie, as by the same dede more playnly appeareth, which howse called Phisicke hostle is of the cleare yerly valeu of three pounds, upon which grante made to the said late kinge of the premisses it was promised on the behalfe of the said late kinge unto the said M^r and felows of Gonevill hall aforesaid, that they should have a sufficient recompence for the said howse or hostle cald Phisick hostle which hetherto they have not hadd, nor any parte thereof. Wherefore at the sute of the said M^r and Felows of the said Colledge cald Gonevill hall, It is ordered and decreed by the Chancellor and one of the general surveiors and solicitors of the Courte of thaugmentations and revenues of our soveraigne Lorde the Kinges crowne in the absence of S^r Thomas Moyle knighte the other of the general surveyors of the said Court the xiith daye

of March in the fourth yere of the reigne of our sovereigne Lord Kinge Edward the sixt by the grace of God Kinge of Englande France and Ireland defendor of the faith and of the Churche of Englande and also of Ireland in earth the supreme head, that the same M^r and felows of Gonevill hall and their successors shall have of the kings highnes one annuitie or annual pension of thre pounds of lawfull monye of England, to [p. 25] be payd to them by the hands of the receiver of the revenues of the said Courte of augmentations and revenues of the Kings crowne in the said Countie of Cambridge for the tyme being, at the fests of thannunciation of our blessed Ladie the virgin and St Michael tharchangel by even porcions untill suche tyme as they shalbe otherwise recompensed of the kings highnes or his heires for the said house. And it is also ordred and decreed by the said Chauncelor general surveior and solicitor that the said M^r and felows shal have tharreareages of the said annuitie from the said xxixth daye of October in the said xxxviiiith yere of the reigne of the said late kinge hitherto, to be payd to them by thands of the said receiver of the revenues aforesaid immediately upon the making of this decree. And this decree shalbe to the receiver and audytor of the said Countie and to all other the kings officers and ministres of the said Courte sufficient warrant and discharge in that behalfe. Nos autem tenorem decreti predicti duximus exemplificandum per presentes. In cujus rei testimonium has literas nostras fieri fecimus patentes. Teste Richardo Sacvil milite apud Westmonasterium xii die Junii anno regni nostri iii^o.

Bulla Alexandri sexti.

Anno Domini 1502.

1502

Mandatum delegatis de examinando et decernendo jure procurationum in septentrionali visitatione Episcopi Norwicensis.

Alexander Episcopus servus servorum dei dilectis filiis abbati Monasterii Sancti Edmundi de Bury et Priori Prioratus Sancti Egidii de Barnewell Norwicensis (*sic*) Diocesis salutem et apostolicam benedictionem. Conquesti sunt nobis Custos et Scholares Collegii Annunciationis beatæ Mariæ Cantabrigiæ

Eliensis diocesis quod venerabilis frater noster modernus Episcopus Norwicensis quasdam procuraciones ratione visitationis per eum in quibusdam ecclesiis Norwicensis diocesis eidem Collegio perpetuo unitis annexis et incorporatis fieri solitæ sibi [p. 26] de jure minime debitas ab eisdem Custode et scholaribus exigere ac eos super hoc diversimode molestare nixus est et nititur minus juste, ideoque discretioni vestræ per apostolica scripta mandamus, quatinus vocatis qui fuerint evocandi, et auditis hinc inde propositis, quod justum fuerit appellatione remota decernatis, facientes quod decreveritis auctoritate nostra firmiter observari. Testes autem qui fuerint nominati, si se gratia odio vel timore subtraxerint per censuram ecclesiasticam appellatione cessante compellatis veritati testimonium perhibere. Quod si non ambo hiis exequendis potueritis interesse, alter vestrum nihilominus exequatur. Datum Romæ apud Sanctum Petrum Anno Incarnationis Dominicæ Millesimo quingentesimo secundo, sexto Kalendarum Octobris, Pontificatus nostri anno undecimo.

[p. 27]

Statutum¹⁰ noviter editum, sexto Octobris
anno Domini 1531, per Magistrum et socios pro
exequiis alacrius observandis.

Cum piarum mentium sit beneficii accepti memores esse veroque illius datori non sine gratiarum actione acceptum referre quod gratis fuerit donatum, idcirco nos ne ingratitude notam incurrere videamur, posteritati quæ in hoc nostro Collegio successura est innotescere volumus rei quam scripturi sumus veritatem. Olim a majoribus nostris nempe a variis in suis ipsorum ætatibus institutum est ut multæ per anni curriculum suo quæque tempore ab ipsis ac successoribus suis imperpetuum celebrentur exequiæ, verum ita jam comparata natura humana est (labescente semper in pejus seculo et refrigescente multorum charitate) ut ni fulserit lucelli spes, socordes, tardi, dormitantes atque adeo frigidi sumus omnes in hisce quæ nobis imponuntur oneribus; id quod in nobis ipsis (nisi sibi quisque insigniter adblandiri voluerit) plus

satis compertum habemus. Proinde ut alacrius quam antehac factum vidimus tam a nobis quam ab eis qui successuri sunt onera subeantur predicta, visum est nobis nimirum Custodi et sociis donationes aliquot ab amicis quibusdam liberaliter condonatas, quarum dispositionem applicationemque penes nos esse voluerunt, emptis prius quibusdam perpetuis redditibus huic rei destinare. Igitur posthac unusquilibet socius qui ab inceptione Psalmi *Verba mea auribus percipe etc.* presens fuerit atque ad finem usque moram traxerit (nisi aliud exegerit urgentis causæ necessitas per Custodem aut ejus locum tenentem approbandæ priusquam recesserit) ex donatione venerabilium virorum Johannis Bayley sacræ Theologiæ Professoris, Magistri Johannis Carter, et Magistri Albon hujus Collegii quondam sociorum, ac Magistri Johannis Le Straunge armigeri in singulis exequiis in quibus hactenus nihil habuerit, quatuor denarios recipiet: nimirum donante illo cujus nomen illis pro quibus jam olim institutæ sunt exequiæ ultimo apponitur. Si vero adhuc eo negligentiae et inadvertentiae ventum fuerit ut ante principium Psalmi *Verba mea* minime fuerit presens, tunc volumus ut pecunia illa in augmentationem prandii aut cœnæ illius vel sequentis diei convertatur. Custodem vero hujusmodi cancellis arctari nolumus, sed ipsum quem aliis [p. 28] omnibus exemplar ad virtutem fore confidimus suæ conscientiae relinquendum duximus, atque (si exequias dicere minime fuerit dedignatus, etiam sui ipsius negotio quaecunque fuerit extra Academiam vacans, æque atque si presens esset) quatuor denariorum summam recepturum decernimus; socium autem non item; veruntamen et illum, si in Collegii causa absens fuerit, suo fraudari jure indignum adjudicamus. Quod si tanta premat singulos oblivio ut nulli eorum in mentem veniat exequiarum celebratio quousque statuta dies fuerit prætermissa, tunc volumus ut in peccati pœnam media pecuniæ portione mulentur omnes, reliquum vero in prandio aut cœna illius diei, quo prætermissæ illæ celebrandæ fuerint exequiæ, expendatur.

Ad has exequias quam diligentissime observandas, ac potissimum ut officii executori atque adeo singulis innotescat pro quibus celebrentur suo quæque tempore, omnes in ordinem

redigi atque hic subscribi curavimus, turpe esse rati pro veteribus illis Collegii amicis officium facere, ac eorum nomina pro quibus fit penitus ignorare, id quod non paucis usu venisse hactenus semel atque iterum experti sumus, utque deinceps minime contingat hac ratione cavendum operæ pretium esse duximus.

Januarii

Exequiæ in die Epiphaniæ celebrantur pro fundatore Collegii et pro anima magistri Johannis Carter quondam socii hujus Collegii et pro animabus pro quibus tenetur orare. 47*

Januarii

Exequiæ in die Fabiani et Sebastiani pro anima Willelmi Fyshwik et pro animabus patris et matris suæ et aliorum pro quibus orare tenetur, et domini Lyhert Norwicensis episcopi quorum alter hospitium de Fyshwick nobis contulit, alter non minoribus sumptibus reparavit. 47

Februarii

Exequiæ in crastino Purificationis pro animabus magistri Thomæ Atwood et Willelmi Warrock, et pro animabus omnium adjuvantium ad ædificationem novam videlicet aulæ et librariæ, et pro anima magistri Johannis Carter, etc. 47

Februarii

Exequiæ 12^o die mensis Februarii domini Rogeri Hydon, sacerdotis, et domini Willelmi Gale sacerdotis, et Margaretæ Hoore, et pro anima magistri Johannis Carter etc., et Nicholai [p. 29] Shaxton quondam episcopi, qui libros plurimos bibliothecæ ac annuatim sociis presentibus in nativitate Christi xviii^s distribuendos voluit.

Februarii

Exequiæ 20 die mensis Februarii pro anima magistræ Elizabeth Clere et Roberti sponsi ejus, filiorum, parentum, et

* These figures, repeated after other exequies, are not easy of explanation.

benefactorum eorundem et pro anima Johannis Bayard et Annæ uxoris ejus et pro anima magistri Johannis Carter, etc. 47

Martii

Exequiæ dominæ Annæ Scroope et sponsorum ejus quinto die mensis Martii vj^d, ac unicuique bibliotistarum ij^d, ac 5 pan. 5^d.

Martii

Exequiæ in vigilia Gregorii pro anima magistri Johannis Beverle et pro anima magistri Johannis Le Straunge armigeri et pro animabus uxoris suæ et omnium pro quibus orare tenetur. 47

Pentecost

Exequiæ die veneris infra octavas Pentecostes pro animabus domini Johannis Wakering episcopi Norwicensis, et domini Richardi Powle quondam vicarii de Fulldon, et omnium Custodum et sociorum Collegii et omnium benefactorum ejusdem et pro anima magistri Johannis Le Strange Armigeri, etc. 47

Junii

Exequiæ in die Sancti Bonifacii pro magistro Waltero Elveden et pro domino Willelmo Gale sacerdote et magistro Johanne Le Straunge armigero, etc., et pro anima Nicholai Shaxton Theologiæ professoris et quondam ecclesiæ Sarisburiensis Episcopi qui sepulcro conditus est in hoc, ut patet, sacello, anno 1556, 6^o Julii; qui dona huic Collegio dedit ad valorem centum marcarum in libris, etc.

Julii

Nono die Julii exequiæ pro doctore Bayley vi^d et unicuique bibliotistarum ij^d.

Julii

Exequiæ in vigilia Sanctæ Margaretæ pro magistro Richardo Causton ac domino Stephano Smyth, et magistro Johanne Carter cujus obitus isto die celebratur. 67

Octobris

Exequiæ in die Sanctæ Etheldredæ in mense Octobris pro anima magistri Johannis Aylwarde et magistri Johannis Lynsted, et magistri Johannis Le Straunge armigeri, etc. 47

Octobris

Exequiæ in vigilia undecim mille virginum pro magistro Cossei quondam Custode hujus Collegii et parentibus ac amicis suis, una cum magistro Johanne Le Straunge armigero, etc. 47

Novembris

Exequiæ in die animarum pro anima Galfridi Knight sacrae Theologiæ professoris et pro animabus parentum et benefactorum suorum, et eorum omnium qui in ejus indentura continentur vj^d: item singulis bibliotistarum presentium ij^d.

[p. 30]

Novembris

Exequiæ in vigilia Edmundi episcopi et confessoris pro domino Willelmo de Huntingfeld et domino Johanne de Linsted rectoribus de Cawston, et pro quibus orare tenentur, et pro Johanne Baly sacrae Theologiæ professore, et pro quibus orare tenetur, etc. 43

Novembris

Exequiæ in die Sancti Hugonis pro magistro Edmundo Gunvill sacerdote, magistro Henrico Cossey, Droll, et Browne, una cum magistro Johanne Bayly sacrae Theologiæ professore, et dicantur istæ orationes *Inclina, et Deus cujus misericordie non est numerus suscipe pro animabus famulorum tuorum sacerdotum preces nostras.* 47

Novembris

Exequiæ in vigilia Sancti Edmundi regis pro animabus

dominæ Mariæ de Pakenham et domini Thomæ de Pakenham filii ejusdem, et Radulphi de Hemnall militis et Katerinæ uxoris suæ et magistri Albon quondam hujus Collegii socii, cujus beneficio singuli presentes sive Custos aut socius recipient vj^d in die harum exequiarum ex proventibus cujusdam clausuræ emptæ apud Barningham anno Domini 1518. 67

Maii

Exequiæ seu commemoratio Thomæ Wendie^u doctoris Medicinæ undecimo Maii, cujus beneficio Custos recipiet xx^d, singuli socii presentes xii^d, quod reliquum est viginti solidorum expendatur in prandium ejus diei.

Exequiæ seu commemoratio Johannis Caii fundatoris nostri, xxix^o die Mensis Julii. Nam eo die moriebatur anno Domini 1573. In eis habeat Custos xii^d, singuli socii magistri vi^d, singuli bachalaurei iiii^d, et singuli scholastici ex fundatione ij^d.

[p. 25]*

Annalium Collegii de Goneville et Caius
a Collegio condito liber secundus. De
tertia fundatione.

1557

Hactenus de iis quæ primæ et secundæ fundationis tempore acta sunt retulimus. Jam de tertia, et iis quæ tertiæ tempore gesta sunt, referemus.

Vivente adhuc Thoma Bacon custode, homine certe gravi, miti et amabili, sed custode inutili et negligente, visum est Johanni Caio, doctori medicinæ, et homini per omnem vitam cœlibi, anno Domini 1557, in honorem dei et utilitatem patriæ, Collegio huic nostro (quod, velut mater, illum bonis literis educaverat) prædia seu fundos quosdam suos consecrare, et socios tres scholaresque minimum duodecim fundare atque instituere. Qua re cum custode et sociis communicata, et de fundatione incorporationeque Collegii sermone habito, quo securius firmiusque concedantur omnia, ad postremum, fun-

* The paging begins again at 25.

datione per primores jurisperitorum ejus temporis Londini examinata, animadversum est nullius esse virtutis eam quam reputabamus Collegii foundationem. Affirmabant enim Juriconsulti, non foundationem illam sed licentiam tantum esse concedendi tria ædificia cum hortis in Lurghburni vico ad manum mortuam, quod hactenus Collegium pro foundatione habuit. Quo factum est ut nec Caius dare, nec Collegium quicquam recipere, aut quod concessum prius est retinere potuit. Horum consilio admoniti custos atque socii, altiusque pensitantes quod in angusto essent sua omnia, nihilque eorum, quæ tunc temporis Collegium possidebat, fuisse Collegio firmum, stabile aut securum, quod incorporatio nulla unquam fuit nec tum existeret, quodque per ante acta tempora bonitati sanctitati et simplicitati illius seculi concredita erant potius, quam virtute legis confirmata omnia, post maturam deliberationem huic malo quam primum succurrere studuerunt. Ab optimis igitur principibus et pietate plenis Philippo et Maria tum rege et regina Angliæ, supplices petiverunt, ut in eorum potestatem deditis omnibus suis, novam foundationem atque incorporationem non Aulæ nomine, ut prius, sed Collegii, novamque ex Gonevilli et Caii nominibus denominationem concederent. Quorum precibus accedentes suæ naturæ bonitate propensi rex et regina, per litteras suas patentes datas Westmonasterii quarto Septembris anno Domini 1557, et annis regnorum suorum quarto et quinto, custodi et sociis novam et solam foundationem et incorporationem concedebant, nomen de Goneville et Caius Collegio imponebant, Edmundum Goneville, Willelmum Bateman, et Johannem Caium ejus fundatores constituiebant. Johanni Caio statuta condendi et possessiones ad libras sexaginta aut centum conferendi potestatem dabant, sigillum commune, fruitionem possessionum veterum, novorum acquisitionem, et mortificationem centum librarum largiebantur. Atque hæc quidem et alia, in ea quæ sequuntur verba.

Philippus et Maria Dei gratia rex et regina Angliæ Hispaniæ Franciæ utriusque Siciliæ Hierosolimi et Hiberniæ, fidei defensores Archiduces Austriæ Duces Burgundiæ Mediolani et Brabantiæ comites Haspurgi Flandriæ et Tyrollis, omnibus ad quos presentes literæ pervenerint salutem.

Cum quædam domus sive Aula vocata et nuncupata Collegium sive Aula annunciationis beatæ Mariæ virginis, Anglice Goneville Halle, alias Gonvell Halle, alias Gonewell Halle, in villa et universitate nostra Cantabrigiæ modo sit et ad presens existit; quæ quidem domus sive Aula, ut Collegium perpetuum sive Aula perpetua incorporata in universitate predicta longo jam tempore, viz^t. per ducentos annos elapsos et amplius, hucusque in omnibus et per omnia usitata recepta et accepta fuit, ac per idem tempus per magistrum sive custodem et socios ejusdem Domus sive Aulæ secundum ordinationes regulas et statuta facta et edita per quendam Willelmum quondam Norwicensem episcopum gubernata et ordinata existit; et qui quidem magister sive custos et socii per nomen magistri sive custodis ac sociorum Collegii sive Aulæ annunciationis beatæ Mariæ Virginis vulgariter nuncupatæ Goneville Halle in universitate Cantabrigiæ a tempore predicto et per tempus predictum diversa maneria messuagia rectorias terras [p. 26] tenementa et alia hereditamenta et possessiones sibi et successoribus suis imperpetuum perquisiverunt, habuerunt et tenuerunt, ac per idem nomen et sub eodem nomine placitare et implacitari, defendere et defendi, respondere et responderi, capere, perquirere, recipere, dare, alienare et dimittere, et cætera alia et singula facere et exequi a toto tempore predicto usi fuerunt prout alia Collegia sive Aulæ in dicta universitate Cantabrigiæ facere et exequi consueverint prout certam inde habemus notitiam; cumque jam dilectus subditus noster Johannes Caius Norwicensis, in medicinis doctor, ac dictæ Domus sive Aulæ olim socius instinctu intuituque charitatis divina preveniente gratia in animum induxerit suis impensis certas terras tenementa et hereditamenta magistro sive custodi ac sociis predictæ Domus sive Aulæ et successoribus suis dare et concedere pro perpetua sustentatione duorum sociorum et duodecim scholarium infra dictam Domum sive Aulam ultra numerum sociorum et scholarium in eadem Domo sive Aula modo existentem vel antehac sustentari assignatum, aliaque multa beneficia et pietatis officia (si Deus ei vitam concesserit) in honorem Dei et beatæ Mariæ Virginis, ac in publicam utilitatem et incrementum tam predictæ Domus sive Aulæ quam

predictæ universitatis Cantabrigiæ ac totius reipublicæ nostræ conferre proposuerit, prout similiter informamur.

Sciatis igitur quod nos tam pium propositum et intentionem predicti Johannis Caius considerantes, et desiderantes quod alii subditi nostri ad hujusmodi et consimilia pietatis officia indies magis accendantur et moveantur, necnon maxime affectantes bonas literas infra hoc regnum nostrum Angliæ in honorem Dei et decorationem dictæ universitatis nostræque reipublicæ augeri, sperantesque quod uberius et fertilius semen atque fructum virtutis et doctrinæ inde produci, ad humilem petitionem dilecti nobis Thomæ Bacon clerici, sacræ theologiæ baccalaurei ac modo magistri sive custodis prædictæ Domus sive Aulæ, et sociorum ejusdem, de gratia nostra speciali ac ex certa scientia et mero motu nostris volumus, ac pro nobis ac hæredibus et successoribus nostrum prefatæ reginæ per presentes concedimus constituimus et ordinamus quod predicta Domus sive Aula antehac vocata Collegium sive Aula annunciationis beatæ Mariæ virginis vulgariter nuncupata Goneville Halle, alias Gonvell Halle, alias Gonwell Halle in universitate nostra Cantabrigiæ aut quocunque alio nomine vel cognomine sive aliis nominibus quibuscunque antehac vocetur, nominetur seu appelletur, sit, et deinceps in futurum erit Collegium perpetuum de magistro sive custode et sociis incorporatum et consolidatum futuris temporibus imperpetuum duraturum. Idemque Collegium Collegium de Goneville et Caius, fundatum in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ, nominamus, facimus, erigimus, creamus, constituimus, et declaramus per presentes. Ac sic jam, et posthac, ac in posterum nominari, vocari et appellari volumus, ordinamus, declaramus, et jubemus per presentes imperpetuum, et non per aliud nomen sive alia nomina. Ac predictum Johannem Caius fundatorem ejusdem Collegii cum Edmundo Goneville et reverendo Willelmo Bateman quondam episcopo Norwicensi nominamus, facimus, declaramus, ordinamus, et per presentes constituimus, ac sic jam et posthac et in posterum eum nominari, vocari, nuncupari, et appellari volumus, et jubemus per presentes. Ac etiam volumus ac per presentes pro nobis hæredibus et suc-

cessoribus nostris prefatæ reginæ concedimus et ordinamus, quod predictus dilectus noster Thomas Bacon clericus sacræ theologiæ baccalaureus sit et erit magister sive custos modernus ejusdem Collegii de Goneville et Caius, fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ, ipsumque Thomam Bacon modernum magistrum sive custodem ejusdem Collegii facimus, nominamus, creamus et ordinamus per presentes. Ac quod dilectus nobis Johannes Vincent sacræ theologiæ baccalaureus, Johannes Bateman artium magister, Hugo Glynne artium magister, Johannes Cowell artium magister, Willelmus Clarke artium magister, Thomas Burre artium magister, Sabianus Smyth in artibus baccalaureus, Johannes Kettyston artium magister, Henricus Diricke in artibus baccalaureus, et Willelmus Barker artium magister, sint et erunt socii ejusdem Collegii. Ac quod erunt in eodem Collegio alii duo socii sive plures per predictum Johannem Caius seu quæcunque aliam personam seu quæcunque alias personas in posterum nominandi, eligendi, et associandi in eodem Collegio, eosdemque Johannem Vincent, Johannem Bateman, Hugonem Glynne, Johannem Cowell, Willelmum Clarke, Thomam Burre, Sabinum Smythe, Johannem [p. 27] Ketilston, Henricum Diricke, et Willelmum Barker, socios modernos ejusdem Collegii facimus, nominamus, constituimus, et ordinamus per presentes. Et ulterius concedimus prefato Johanni Caius, et cuicunque aliæ personæ, vel quibuscunque aliis personis, quod ipse idem Johannes Caius, sive alia quæcunque persona sive personæ, alios duos seu plures in posterum ad libitum suum nominare eligere et appunctuare possit aut possint esse socios ejusdem Collegii cum cæteris supradictis decem sociis. Ac quod illi duo sive plures sic ut prefertur eligendi et appunctuandi, erunt socii ejusdem Collegii in consimilibus modo et forma prout predicti decem per presentes ordinati sunt et creati. Volentes insuper et per presentes decernentes, quod tam predicti magister sive custos et socii, quam alii illis in posterum, ut inferius exprimitur, associandi et eligendi sive adjungendi, in omnibus et per omnia se gerent exhibebunt conversabuntur et eligentur juxta et secundum ordinationes regulas et statuta per predictum

Willelmum quondam episcopum Norwicensem in scriptis facta habita et redacta, ac juxta ordinationes regulas et statuta per predictum Johannem Caius, ad incrementum et communem utilitatem ejusdem Collegii in posterum autoritate subscripta fienda; ita quod hujusmodi ordinationes regulæ et statuta aut eorum aliquod per predictum Johannem Caius sic in posterum fiendum, non sint aut erunt repugnantia sive contraria predictis ordinationibus regulis et statutis per predictum Willelmum nuper episcopum Norwicensem ut prefertur factis aut habitis, nec contraria prerogativæ nostræ regiæ. **Ac etiam** volumus ac per presentes pro nobis hæredibus et successoribus nostris prefatæ reginæ concedimus, ordinamus, constituimus, et declaramus, quod predicti magister sive custos, et socii predicti Collegii de Goneville et Caius fundati in honorem annunciationis beatæ Mariæ Virginis in universitate Cantabrigiæ, sint, et de cetero erunt in re et nomine unum corpus corporatum et politicum per nomen magistri sive custodis et sociorum Collegii de Goneville et Caius fundatum in honorem annunciationis beatæ Mariæ Virginis in universitate Cantabrigiæ, habeantque successionem perpetuam, ipsosque magistrum sive custodem et socios ejusdem Collegii unum corpus corporatum et politicum in re et nomine facimus, constituimus, ordinamus, creamus, stabilimus, et declaramus, per presentes: ac eos pro uno corpore corporato et politico in re et nomine facimus, ordinamus, acceptamus, acceptarique volumus per presentes imperpetuum. Et quod ipse magister sive custos et socii eorumque successores per nomen magistri sive custodis et sociorum Collegii de Goneville et Caius fundati in honorem annunciationis beatæ Mariæ Virginis in universitate Cantabrigiæ, prosequi, clamare, et placitare possint et implacitari, ac defendere et defendi, respondere et responderi in quibuscunque curiis et locis, et coram quibuscunque justiciario et justiciariis, in et super omnibus et singulis causis, actionibus, sectis, negotiis et demandis, ac in et super omnibus et singulis brevibus et querelis realibus, personalibus, spiritualibus, ecclesiasticis et mixtis et in placitis et querelis tam assisarum et mortis antecessoris, quam attinctæ erroris, scire facias, et executionis quarumcunque ac in omnibus aliis actionibus rebus

causis et materiis quibuscunque seu cujuscunque naturæ seu speciei fuerint, eidem Collegio quoquomodo pertinentibus sive spectantibus, aut idem Collegium tangentibus seu concernentibus. Et per idem nomen et sub eodem nomine maneria, dominia, terras, tenementa, rectorias, decimas, possessiones, hereditamenta, proficua et emolumenta, tam spiritualia sive ecclesiastica, quam temporalia et alia quæcunque per nos, per literas nostras patentes heredes et successores nostrum prefatæ reginæ, aut per predictum Johannem Caius, vel per quamecunque aliam personam vel alias personas quascunque eis vel successoribus suis vel aliter, danda conferenda seu concedenda capere, recipere, perquirere, et appropriare, nec non eadem dare, concedere, alienare, et dimittere quibuscunque personis in lege capacibus possint et valeant, ac generaliter omnia alia et singula capere, recipere, perquirere, dare, alienare et dimittere, ac facere et exequi valeant et possint, prout cætera Collegia fundata et incorporata infra dictam universitatem Cantabrigiæ seu eorum aliquod capere, recipere, perquirere, dare, alienare et dimittere, aut in aliquibus temporibus [p. 28] retroactis facere consueverunt et exequi possint aut possit quoquomodo. Et quod prædicti magister sive custos et socii ejusdem Collegii et successores sui habeant et habebunt commune sigillum ad omnia et omnimodas causas negotia evidentia res materias cætera scripta et facta sua fienda, eos vel idem Collegium aliquo modo tangentia sive concernentia, sigillanda, per quod se et successores suos astringere et obligare possint et valeant ad tempus vel imperpetuum juxta et secundum tenorem ejusdem scripti sic per illos sigillati, ac juxta predictas ordinationes regulas et statuta per predictum Willelmum quondam Norwicensem episcopum ante hac habita facta edita et usitata ac juxta ordinationes regulas et statuta per predictum Johannem Caius in forma subscripta in posterum fienda et constituenda. **Ac ulterius** volumus ac pro nobis heredibus et successoribus nostrum prefatæ reginæ per presentes concedimus et ordinamus quod quandocunque et quotiescunque contigerit aliquem magistrum sive custodem aut aliquem socium sive scholarem predicti Collegii de Goneville et Caius fundati in honorem annunciationis beatæ Mariæ in

universitate Cantabrigiæ pro tempore existentem obire, recedere, amoveri, vel locum suum quocunque modo vacare, quod extunc de tempore in tempus electio ejusmodi magistri, socii et scholaris fiat et erit juxta predictas ordinationes regulas et statuta predicti Willelmi nuper episcopi Norwicensis, ac juxta ordinationes regulas et statuta per predictum Johannem Caius in forma subscripta in posterum fienda et stabilienda. Ac insuper volumus, ac pro nobis heredibus et successoribus nostrum prefatæ reginæ per presentes concedimus et ordinamus quod predictum Collegium de Goneville et Caius fundatum in honorem beatæ Mariæ virginis in universitate Cantabrigiæ, ac Magister sive custos et socii ejusdem imperpetuum uniantur, annectentur, consolidentur, et incorporentur dictæ universitati Cantabrigiæ, et ut pars parcella aut membrum ejusdem universitatis capiantur adjudicentur et sint, ac quod omnibus et singulis privilegiis, immunitatibus, franchisis et libertatibus quibuscunque dictæ Academiæ sive universitati Cantabrigiæ per nos seu per quemcunque progenitorum nostrum prefatæ reginæ hactenus concessis, libere et integre et ad plenum gaudeant et fruantur imperpetuum, prout predicta Domus sive Aula vocata et nuncupata ante confectionem harum literarum nostrarum patentium Collegium sive Aula annunciationis beatæ Mariæ virginis vulgariter nuncupata Goneville Halle, ac magister sive custos ejusdem Collegii sive Aulæ et socii ejusdem, fuerunt annexi consolidati et incorporati dictæ universitati Cantabrigiæ, et ut fuerunt pars parcella et membrum ejusdem universitatis in omnibus privilegiis immunitatibus franchisis et libertatibus dictæ Academiæ capti et adjudicati. Et præterea de liberiore gratia nostra volumus ac pro nobis heredibus et successoribus nostrum prefatæ reginæ per presentes concedimus quod predicti magister sive custos et socii predicti Collegii de Goneville et Caius fundati in honorem beatæ Mariæ virginis in universitate Cantabrigiæ habeant gaudeant teneant et retineant, sibi et successoribus suis imperpetuum, totam domum situm septum circuitum ambitum et procinctum predictæ nuper Domus sive Aulæ antehac vocatæ Goneville Halle in villa sive universitate Cantabrigiæ, cum omnibus et singulis suis juribus, membris et pertinentibus

universis, ac cum omnibus antiquis privilegiis libertatibus et liberis consuetudinibus ejusdem nuper Domus sive Aulæ antehac vocatæ Goneville Halle, aut per aliquem magistrum sive custodem aut aliquos magistros sive custodes et socios ejusdem nuper Domus sive Aulæ antehac vocatæ Gonevill Hall infra unum annum ante confectionem harum literarumstrarum patentium usitatis, Ac omnia et singula messuagia, domos, ædificia, structuras, capellas, tecta, curtilagia, atria, porticus, librarias, hortos, pomaria, gardina, canales, aquagia, aqueductus, terras, fundum, et solum, cum pertinentiis infra eundem situm septum circuitum seu procinctum ejusdem nuper Domus sive Aulæ antehac vocatæ Gonevill Halle existentia, aut quæ ut pars partes aut parcellæ ejusdem situs ambitus seu procinctus fuerunt usitata reputata seu æstimata, aut quæ nuper fuerunt predicti magistri sive custodis et sociorum ejusdem nuper Domus sive Aulæ antehac vocatæ Goneville Halle, ac omnia et singula maneria, messuagia, molendina, terras, tenementa, [p. 29] prata, pascuas, pasturas, redditus, reversiones, servicia, boscos, subboscos, rectorias, decimas, pensiones, portiones, annuitates, veras, anglice weres, advocaciones, jura patronatus, et alia hereditamenta, proficua, commoditates, et emolumenta quæcunque dictæ nuper Domui sive Aulæ antehac vocatæ Gonevill Halle, tempore confectionis harum literarumstrarum patentium quoquo modo spectantia sive pertinentia, aut ut parcellæ possessionum reddituum proficuum seu reventionum ejusdem nuper Domus sive Aulæ modo vel infra unum annum ante confectionem harum literarumstrarum patentium habita cognita accepta usitata recepta reputata dimissa seu locata existentia, aut quæ fuerunt predicti magistri sive custodis et sociorum ejusdem nuper Domus sive Aulæ antehac vocatæ Gonevill Halle infra unum annum ante datam presentium, necnon totum plumbum et vitrum ac omnia campanas, vasa, jocalia, ornamenta, utensilia, bona, catalla, res et implementa quæcunque predictæ nuper Domus sive Aulæ antehac vocatæ Goneville Halle, aut quæ fuerunt predictorum magistri sive custodis et sociorum ejusdem nuper Domus sive Aulæ antehac vocatæ Goneville Halle. Et pro majori securitate predictorum magistri sive custodis et sociorum predicti Collegii

de Goneville et Caius fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ et successorum suorum de et in premissis, dedimus et concessimus, ac per presentes pro nobis hæredibus et successoribus nostrum prefatæ reginæ damus et concedimus prefatis magistro sive custodi et sociis predicti Collegii de Goneville et Caius fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ, totam predictam domum situm septum circuitum ambitum et procinctum predictæ nuper Domus sive Aulæ antehac vocatæ Gonevill Halle in predicta villa sive universitate Cantabrigiæ, cum omnibus et singulis suis juribus membris et pertinentiis universis, ac cum omnibus predictis antiquis privilegiis, libertatibus, et liberis consuetudinibus ejusdem nuper Domus sive Aulæ antehac vocatæ Gonevill Halle, ac omnia et singula messuagia, domos, ædificia, structuræ, capellas, tecta, curtilagia, atria, porticus, librarías, hortos, pomaria, gardina, canales, aquagia, aqueductus, terras, fundum et solum cum pertinentiis infra eundem situm septum circuitum ambitum seu procinctum ejusdem nuper Domus sive Aulæ antehac vocatæ Gonevill Halle existentibus, aut quæ ut pars vel parcella ejusdem situs ambitus seu procincti fuerunt usitata reputata seu æstimata, aut quæ nuper fuerunt predictorum magistri sive custodis et sociorum ejusdem nuper Domus sive Aulæ antehac vocatæ Goneville Halle infra unum annum ante datam harum literarum nostrarum patentium, ac omnia et singula maneria, messuagia, molendina, terras, tenementa, prata, pascuas, pasturas, redditus, reversiones, servicia, boscos, subboscos, annuitates, veras, rectorias, decimas, pensiones, portiones, advocaciones, jura patronatus, et alia hereditamenta, proficua, commoditates, et emolumenta quæcunque predictæ nuper Domui sive Aulæ antehac vocatæ Goneville Hall, quoquo modo antehac infra unum annum ante datam harum literarum nostrarum patentium spectantia sive pertinentia, aut ut parcellæ possessionum reddituum proficuum seu reventionum ejusdem nuper Domus sive Aulæ modo vel antehac infra unum annum ante datam harum literarum nostrarum patentium, habita, cognita, accepta, usitata, recepta, reputata, dimissa, seu locata existentia: aut quæ fuerunt predictorum magistri sive custodis, et sociorum ejusdem

nuper Domus sive Aulæ antehac vocatæ Gonevill Halle infra unum annum ante datam presentium, necnon totum plumbum et vitrum, ac omnia campanas, vasa, jocalia, ornamenta, utensilia, bona, catalla, res et implementa quæcunque predictæ nuper Domus sive Aulæ antehac vocatæ Gonevill Halle, aut quæ fuerunt predictorum magistri sive custodis et sociorum ejusdem nuper Domus sive Aulæ antehac vocatæ Gonevill Halle, habenda tenenda et gaudenda: predictam domum et situm, ac predicta maneria, messuagia, molendina, terras, tenementa, redditus, reversiones, servicia, boscos, subboscos, rectorias, decimas, pensiones, portiones, annuitates, advocaciones, jura patronatus, atria, structuræ, hortos, pomaria, gardina, cum omnibus et singulis antiquis privilegiis, liberis consuetudinibus, libertatibus et pertinentiis, una cum predicto plumbo, vitro, campanis, vasis, jocalibus, ornamentis, bonis, catallis, rebus et implementis, ac cæteris omnibus et singulis premissis superius expressis et specificatis, cum eorum pertinentibus universis, prefatis magistro sive custodi et sociis predicti Collegii de Goneville et Caius, fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ, et successoribus suis imperpetuum, ad proprium opus et usum eorundem magistri sive custodis, et sociorum, et successorum suorum imperpetuum, tenenda de nobis hæredibus et successoribus nostrum prefatæ reginæ, aut de aliqua alia persona seu aliquibus aliis personis de quo vel de quibus eadem maneria, terræ, tenementa, ac cætera hereditamenta, aut aliqua inde parcella tenentur sive tenetur, ante confectionem harum literarum patentium per eadem et consimilia redditus et servicia, per quæ eadem maneria terræ sive tenementa tenebantur die confectionis harum litterarumstrarum patentium, prout hæc literæ nostræ patentes factæ non fuerunt, absque aliquo brevi de ad quod dampnum, inquisitione vel alio brevi quocunque a nobis aut hæredibus, vel successoribus nostrum prefatæ reginæ quoquo modo impetrando seu prosequando, statuto de terris et tenementis ad manum mortuam non ponendis, aut aliquo alio statuto, actu, ordinatione, provisione, seu restrictione, aut alia aliqua re, causa seu materia quacunque in aliquo non obstante. Et ulterius de ampliori

gratia nostra concessimus et licentiam dedimus, ac pro nobis heredibus et successoribus nostrum prefatæ reginæ per presentes concedimus et licentiam damus specialem prefato Johanni Caius, quod ipse durante vita sua naturali, quæcunque maneria, terras, tenementa, rectorias, messuagia, prata, pascuas, pasturas, redditus, reversiones, servicia, boscos, subboscos, decimas, pensiones, portiones, et alia hereditamenta quæcunque, tam spiritualia quam temporalia cujuscunque generis vel naturæ fuerint, cum eorum pertinentiis universis, non excedenda clarum annuum valorem septuaginta librarum, licet de nobis teneantur in capite vel per servitium militare vel aliter, et licet de quacunque alia persona sive aliis personis quibuscunque teneantur, dare possit et concedere per feoffamenta cartam confirmationis seu relaxationis vel recuperationem coram justiciariis nostris apud Westmonasterium in curia nostra de Communi Banco, vel per finem in eadem curia levandam, vel alio quocunque modo prefatis magistro sive custodi et sociis predicti Collegii de Gonevill et Caius fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ, et successoribus suis imperpetuum. Et eisdem magistro sive custodi et sociis ejusdem Collegii et successoribus suis similiter licentiam damus per presentes quod ipsi eadem maneria, rectorias, messuagia, terras, tenementa, redditus, reversiones, servicia, decimas, pensiones, portiones et cetera hæreditamenta predicta, a prefato Johanne Caius recipere possint ac tenere sibi vel eis et successoribus suis imperpetuum, ac quæcunque alia maneria, messuagia, terras, tenementa, rectorias, decimas, et hæreditamenta quæcunque a quacunque alia persona vel aliis personis quibuscunque eadem dare volenti vel volentibus, simili modo recipere possint ac tenere sibi vel eis et successoribus suis imperpetuum, dummodo eadem maneria, messuagia, terræ, tenementa, rectoriæ, decimæ et hæreditamenta sic per quamecunque aliam personam seu quascunque alias personas danda et concedenda, una cum hujusmodi maneriis terris tenementis et hæreditamentis per prefatum Johannem Caius in forma predicta dandis et concedendis, in toto non excedant clarum annuum valorem centum librarum. Similiter licentiam damus et concedimus specialem per presentes, et hoc absque

aliquo brevi de ad quod dampnum, inquisitione, vel alio brevi quocunque a nobis aut heredibus vel successoribus nostrum prefatæ reginæ quoquo modo impetrando, obtinendo, faciendo, prosequendo, predicto statuto de terris et tenementis ad manum mortuam non ponendis, aut aliquo alio statuto, actu, ordinatione, provisione, prohibitione, seu restrictione, alia aliqua re causa seu materia quacunque in aliquo non obstante, Nolentes quod prefati magister sive custos et socii predieti Collegii de Goneville et Caius fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ, aut successores sui, aut predictus Johannes Caius vel hæredes sui ratione premissorum aut aliquis alius sive aliqui alii quæcunque maneria, terras, tenementa, aut hæreditamenta eisdem magistro sive custodi et sociis, et successoribus suis dantes seu concedentes, per nos hæredes vel successores nostrum prefatæ reginæ aut per justiciarios, eschaetores, vicecomites, ballivos seu alios ministros nostros aut hæredes vel successores nostrum prefatæ reginæ quoscunque, inde occasionentur molestentur perturbentur vexentur in aliquo seu graventur, [p. 31] nec eorum aliquis occasionetur molestetur perturbetur vexetur in aliquo seu gravetur. Ac ulterius volumus ac pro nobis ac heredibus et successoribus nostrum prefatæ reginæ per presentes concedimus et ordinamus quod predictus Johannes Caius habeat et habebit liberam et licitam ac plenariam potestatem authoritatem et facultatem de tempore in tempus durante vita sua naturali, faciendi, nominandi, assignandi, appunctuandi, et stabiliendi duos socios sive plures, et duodecim vel plures scholares, in predicto Collegio de Goneville et Caius fundato in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ, eisdemque et eorum quemlibet sive aliquem ex causa legitima de tempore ad tempus amovendi aliosque vel alium in eorum vel ejus locum sic amotorum vel amoti ponendi et assignandi. Ac etiam volumus ac per presentes pro nobis heredibus et successoribus nostrum prefatæ reginæ concedimus et ordinamus quod predictus Johannes Caius ulterius habeat et habebit liberam ac licitam et plenariam potestatem et facultatem de tempore in tempus durante vita sua naturali pro bono regimine ac communi utilitate et proficuis ejusdem Collegii, ac

terrarum, tenementorum, hæreditamentorum, bonorum, et catallorum ejusdem, condendi et sanctiendi quæcunque statuta ordinationes et regulas per magistrum sive custodem ac socios et scholares ejusdem Collegii et eorum quemlibet, observanda et perimplenda ac eadem et eorum quodlibet in parte vel in toto tollendi mutandi augendi, et alia de novo componendi, prout eidem Johanni Caius de tempore in tempus durante vita sua videbuntur necessaria sive opportuna, dummodo et ita quod hujusmodi statuta ordinationes et regulæ seu eorum aliquod sic per eundem Johannem Caius condenda et sanctienda, non sint aut erunt contraria sive repugnantia predictis statutis ordinationibus et regulis aut eorum alicui in predicta nuper domo sive Aula antehac vocata Gonevill Halle, per dictum Willelmum Norwicensem episcopum antehac ut prefertur habitis factis seu editis, nec contraria prerogativæ nostræ regiæ. Volumus insuper ac per presentes pro nobis hæredibus successoribus nostrum prefatæ reginæ constituimus et ordinamus quod quandocunque et quotiescunque contigerit aliqua dissidia divisiones lites seu controversias oriri seu moveri in predicto Collegio de Goneville et Caius fundato in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ, in vel circa electionem nominationem seu admissionem magistri sive custodis aut alicujus socii sive scholaris ejusdem Collegii, aut gubernationem ordinationem seu amotionem eorundem seu eorum alicujus, aut in aliis causis materiis rebus seu negotiis quibuscunque idem Collegium, aut terras, tenementa, hæreditamenta, possessiones, bona, vel catalla ejusdem Collegii quoquo modo tangentibus seu concernentibus, ita quod predicti magister sive custos et socii vel major pars eorundem de hujusmodi dissidiis divisionibus litibus seu controversiis sic ortis seu motis inter se minime convenire poterint eademque infra duos menses finire et terminare, quod tunc et toties predictus Johannes Caius durante vita sua naturali habeat et habebit plenariam potestatem auctoritatem et facultatem de tempore in tempus virtute harum literarum nostrarum patentium hujusmodi dissidia divisiones lites et controversias audiendi et examinandi, eademque secundum ordinationes regulas et statuta ejusdem Collegii per predictum Willelmum

quondam Norwicensem episcopum facta ac per predictum Johannem Caius in posterum in forma predicta fienda, dummodo eadem ordinationes regulæ et statuta per ipsum Johannem sic fienda non sint contraria seu repugnantia dictis ordinationibus, regulis, ac statutis seu eorum alicui sive aliquibus per predictum quondam episcopum Norwicensem antehac factis, componendi, finiendi, terminandi, et penitus tollendi. Quibus quidem compositioni, finitioni, et terminationi, sic per eundem Johannem Caius fiendis et in scriptis pronunciandis, predictos magistrum sive custodem socios et scholares et eorum quemlibet firmiter stare et obedire volumus et ordinamus per presentes, absque aliqua alia sive ulteriore calumpnia, querela, actione, secta, sive prosecutione quacunque proinde fienda movenda seu proseguenda. **Ac etiam** volumus ac ex certa scientia et mero motu nostris per presentes concedimus prefatis magistro sive custodi et sociis predicti Collegii de Goneville [p. 32] et Caius fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ quod habeant et habebunt has literas nostras patentes sub magno sigillo Angliæ debito modo factas et sigillatas, absque fine seu feodo magno vel parvo nobis in hanaperio nostro seu alibi ad usum nostrum quoquo modo reddendo, solvendo, vel faciendo, eo quod expressa mentio de vero valore annuo aut certitudine premissorum sive eorum alicujus aut de aliis donis sive concessis per nos vel per aliquem progenitorum nostrorum dictæ reginæ præfatis magistro sive custodi et sociis ante hæc tempora factis in presentibus minime factis, existit, aut aliquo statuto, actu, ordinatione, promissione sive restrictione inde in contrario antehac habita facta edita ordinata seu provisa, aut aliqua alia re, causa vel materia quacunque in aliquo non obstante. In cujus rei testimonium has literas nostras fieri fecimus patentes. Testibus nobis ipsis apud Westmonasterium quarto die Septembris annis reguorum nostrorum quarto et quinto.

Per breve de privato sigillo et de data predicta etc. P. Hare.

Ad hanc incorporationem sive foundationem assequendam Johannes Caius libras viginti duas contulit, cum non esset alioqui unde Collegium ad tantam egestatem redactum, securi-

tati suæ et rerum suarum conservationi justis suis impensis consuleret.

Dedit etiam Collegio librum Annalium et statutorum holerico villosa carmesino velatum, umbonibus, laminibusque argenteis angularibus, cathenaeque argentea ornatum. Dono etiam dedit labrum argenteum ex parte inauratum, cum gutturnio, pendens uncias octoginta tres, sculptis in utroque Collegii insignibus. Ad hæc sigillum commune ex argento, thecam pulvinarem contextam ex bisso et auro, et caduceum argenteum, quam virgam argenteam vulgus nominat, conferebat. In caducei summo quatuor serpentes, prudentiæ indices, humeris sustinent amaranthos, immortalitatis insignia, per quincuncem dispositos, ut erant Catonis arbores, in significatione prudentia perventuros ad immortalitatem literarum studiosos, illisque sine offensa libertatem esse divagandi per virtutem et omnia virtutis officia, perque omnes modos quos virtus et ordo dederunt. Fit caduceum ex argento foris, ex ferro intus, ad similitudinem virgæ directæ. Nam virga regendum ferrea improbos, argentea probos, hoc est, severius improbitatem coercendam pro ratione causæ et personarum, blandius virtutem tractandam. Jam vero liber sapientiam et cognitionem, pulvinar reverentiam indicat, uti statutorum suorum libro, quo loco de institutione custodis precepit, exposuit Caius. Hæ omnes virtutis notæ scuto in modum insignium ita collocantur ut duo serpentes complicatis caudis inter amaranthos erecti consistant, et virtutis petra quadratæ innitentes, pectore librum, capite sempervivum sustineant. Scuto accessit galea, et galeæ columba, amaranthi florem sustinens, quo scire liceat commendari literas simplici prudentia. His insignibus Collegii sui incolis significare voluit literis et prudentia, virtutis petra firmatis, perventuros eos ad immortalitatem. Hæc ut ob oculos semper habeant penicillo describi curavit, et virtutis insignia nominavit. Ministris quatuor ista traduntur, primo caduceum? secundo liber cognitionis, tertio pulvinus, et quarto labrum cum regiis foundationis literis, charta Cæii donationis, et sigillo communi in eo compositis. His ita constitutis, in festo annunciationis beatæ Mariæ, 1558, cui Collegium est consecratum, deducunt isti eo quo nunc dixi ordine fundatorem a cubiculo

ad sacellum, comitante primo loco custode solo, dein sociis, postremo scholaribus omnibus sed ordine binis non singularibus, coramque altari summo eum constituunt, posito prius pulvino, quo genibus incumbit, et ante eum scamno, quo brachiis inclinet, et labrum ponat, cui jam accessit caduceum atque liber. His cæterisque omnibus rite compositis, celebratur missa per ea tempora licita, sollenniter, notis vocibusque musicis. Cumque oblationis causa custos, qui divina officia peragebat, ad populum se converterat, assurgens fundator, acceptum labrum una cum iis quæ in eo componebantur, Deo, divæ virgini et patriæ obtulit, his verbis alta claraque voce prolatis:—

Offerimus Deo, beatæ Mariæ virgini, et patriæ.

Labrum cæteris non exemptis accepit sacerdos, et altari summo imposuit, finita missa, precedentibus, ut prius, ministris quatuor, et gestantibus primo caduceum, secundo librum cognitionis, tertio pulvinar reverentiæ, et quarto labrum cum iis quæ in eo collocata diximus, reductus ex sacello in cubiculum eo modo et ordine est fundator, quo a cubiculo in sacellum productus. Cubiculum autem ejus id erat, quod inter aulam est et bibliothecam.

Atque ita Collegio et Collegii omnibus, Deo, divæ virgini, et reipublicæ consecratis, celebre convivium fundatoris sumptibus, ad libras sex solidos sedecim denarios undecim et dimidium, eodem die institutum est, convivis reverendo viro Roberto Bracy doctore theologo, docto et eloquenti viro, procancellario, Johanne Pory, Andrea Perne, theologiæ doctoribus, et prefectis collegiorum Sancti Benedicti et Petri, Henrico Walker doctore medico, et prælectore sua facultate publico: cæterisque principibus totius academix viris, et præterea singulorum collegiorum duobus ex primoribus. Finito convivio, ministri caduceum, librum cognitionis, pulvinar, et labrum argenteum una cum cæteris in eo, ut ante dixi, positis, eo ordine ad mensam, quo finita missa ex sacello in cubiculum retulerunt, et fundatori mensæ mediæ accumbenti apposuerunt. Quibus assumptis hinc inde caduceum et labrum disposuit fundator, ante vero se reverentiæ pulvinum, et super eo cognitionis librum composuit. Tum ex labro acceptis regiis literis patentibus, atque ex eis breviter exposita ratione funda-

tionis, constitutorum fundatorum, denominationis Collegii, incorporationis, possessionumque firmamenti, et earum mortificationis, Thomam Bacon clericum, theologiæ baccalaureum, et priorem magistrum, ex adverso in mensa media sedentem (ut ex æquo ad omnes fundatoris vox pervenire possit), ad hunc modum novati et jam fundati Collegii magistrum sive custodem instituit, præfatus eum regiis literis esse nominatum in custodem, sed non institutum. Ergo reverentiæ pulvinar exhibuit dixitque: *Damus tibi pulvinar reverentiæ; tum caduceum, protulitque hæc verba: Damus tibi caduceum prudentis gubernationis, declarando omnem materiæ, formæ, et significationis rationem, ad eum modum quo paulo ante, cum de eo sermonem instituimus; tertio librum cognitionis, hoc addito: Tradimus tibi librum cognitionis, ut tu et tui, quique vobis insequentur omnes, intelligatis, cognitione et prudenti consilio Collegium istud stare et permanere, staturum et permansurum. Postremo labrum obtulit, hoc effatus: Damus Collegio et reipublicæ labrum hoc argenteum cum gutturnio, literis foundationis patentibus, et charta donationis possessionum nostrarum quinquaginta unius librarum, in perpetuam foundationem (Deo auspice et favente) nostri Collegii, et in perpetuam ac puram elemosinam trium sociorum et duodecim scholarium aut plurium in eodem alendorum, quos Deo, divæ virginis, et reipublicæ consecramus. Atque ita te in perpetuum magistrum sive custodem hujus Collegii, ad virtutem, literas, honestos et civiles mores reipublicæ producendos, creamus et instituimus. Quo facto, sublati eo quo apposita sunt ordine virtutis insignibus, precatus omnia felicia Collegio, sermonem finivit, hilariterque postea acceptis vino aromatico, foliato, et cætero bellariorum genere convivis, transacta sunt omnia ad id negotii pertinentia.*

Verum cum discedendum jam esset, universitatis procancellarius totius Academiæ nomine in gratiam benefacti, facultatem fundatori obtulit, ut sit ex universitatis corpore et gremio creatus, eo doctoratus gradu, eaque senioritate, qua Patavii in Italia fuit: id quod insequenti die, vicesimo sexto Martii anno 1558, actum fuit. Prætereo, quam luculentam orationem idem habuit in frequenti senatu die veneris subsequenti. primo vide-

licet Aprilis anno supradicto in laudem tam rari facti, ut dicebat, longe supra dignitatem rei ut nos putamus, ex hac occasione, quod ex literis patentibus foundationis regiae pronuntiabat universitati, Collegium istud nostrum ex decreto regio membrum universitatis factum, et ex Aula Collegium institutum, et Collegium de Goneville et Caius esse nominandum. Neque ingrata fuit Academia, si commemorem quantis ea orationibus et epulis nos exceperat, cum aliis de causis et negotiis in alia Collegia concesseramus. Verum id quoque prætereo, ne gloriæ affectum potius quam gratiæ ac humanitatis acceptum officium commonstrare videar. A qua re ut sumus alieni, ita solius Dei, patriæ, et Collegii nostri ratione, quod collocatum est dedimus, aucturi etiam tum, cum per commoditatem id fieri licebit.

[p. 34] De Caii tertii fundatoris sociis tribus et scholaribus duodecim, seu pluribus, et eorum subsidiis.

Sed cum paulo ante diximus, Caium tertium fundatorem dedisse quo alantur tres socii et duodecim scholares aut plures in perpetuum, non abs re fuerit quotum sociorum ac scholarium nostri Collegii numerum iidem constituent, et quæ prædia in eorum subsidium contulerit, indicare. Scire igitur licet, tres ejus socios numerum Collegii sociorum undecimum, duodecimum et decimum tertium, facere: duodecim autem scholares aut plures numerum Collegii scholarium decimum, undecimum etc., usque ad vicesimum primum, aut plurimum, pro ratione incrementi, constituere. Quos omnes suos Norfolcienses esse voluit; sed minimum sex Norwicenses, si omnes esse nequeant, et Robertum Spencer primum suum socium 25^o Maii, anno 1562, instituit.

In suorum omnium subsidium dedit tria uberrima sua maneria, Crokesley et Snelleshall in parochia de Rickmersworth in comitatu Hertfordiæ, annui redditus viginti trium librarum, Roughton, et Burnham Thorpe seu Burnham Wimondham, in comitatu Norfolciæ, annui redditus, illud viginti duarum libra-

rum, istud sex librarum—in universum quinquaginta unius librarum veteris redditus, quæ ab illustrissima Angliæ Regina Maria comparaverat, ut ex literis patentibus ejusdem Mariæ in hac verba scriptis, scire licet.

Philippus et Maria Dei gratia Rex et Regina Angliæ, Hispaniarum, Franciæ, utriusque Siciliæ, Jerusalem, et Hiberniæ, fidei defensores, Archiduces Austriæ, Duces Burgundiæ, Mediolani et Brabantiae, Comites Haspurgi, Flandriæ, et Tirolis, Omnibus ad quos præsentēs literæ pervenerint salutem. Cum Richardus dudum Abbas nuper dissoluti Monasterii Sancti Albani in comitatu Hertfordiæ et ejusdem loci conventus, per indenturam suam sub sigillo suo conventuali confectam gerentem datam ultimo die Septembris anno regni præcharissimi patris nostrum præfatæ reginæ Henrici octavi nuper regis Angliæ tricesimo, dimiserint, concesserint, et ad firmam traderint Willelmo Baldwin de Crokesley infra parochiam de Ricmersworth in dicto comitatu Hertfordiæ, maneria sua de Crokesley et Snelshall cum domibus in dicto manerio de Crokesley prædicto, ædificiis, gardinis, curtilagiis, terris arabilibus, pratis, lesuris, et pasturis, communiis, viis, semitis et aquis eisdem maneriis pertinentibus, cum omnibus proficuis boscorum crescentium in et supra terras predictorum maneriorum, cum libero ingressu et egressu ad dicta premissa, ac simul cum operibus autumnalibus vocatis le Harvest works et aliis servitiis quibuscunque quæ temporibus adtunc præteritis facta et persoluta fuerunt firmariis predictorum maneriorum, omnibus perquisitionibus et sectis curiæ terrarum, et tenementorum tam liberorum tenentium quam custumariorum tenentium quæcunque et quorumcunque fuerint, omni redditu assiso, redditu firmæ, averagiis, avenis lok, pecuniis vocatis present sylver, gallis, gallinis, ovis, wardis, maritagiis, relevis, escætis, waiviatis, extrahuris, ac omnibus aliis dicto Willelmo supra non dimissis et concessis dictis Abbati et conventui et eorum successoribus per eandem indenturam omnino exceptis et reservatis, exceptis etiam et reservatis dictis Abbati et conventui et eorum successoribus centum de optimis quercubus crescentibus super terras predictorum maneriorum eligendis et appunctuandis per cellerarium dicti monasterii pro tempore existentem, et si dictus

Abbas sive ejus successores accipiant decem quercus sive plures ibi crescentes ullo tempore extunc futuro semel in decem annis tunc dictus Willelmus et assignati sui relinquent tot pro illis secundum ratum de tempore in tempus durante termino predicto, **Habenda et tenenda** predicta maneria et cætera præmissa cum pertinentibus (exceptis ut præante exceptis) dicto Willelmo et assignatis suis a festo Sancti Michaelis Archangeli adtunc proxime futuro post datam dictæ indenturæ usque ad finem et terminum quadragiuta et trium annorum adtunc proxime sequentium et plenarie complendorum, **Reddendas** inde annuatim durante termino predicto dictis Abbati et conventui et eorum successoribus infra dictum monasterium quindecim libras sex solidos et octo denarios sterlingos ad duos anni terminos usuales videlicet ad festum annunciationis beatæ Mariæ virginis, et Sancti Michaelis Archangeli, per equales portiones, prout per eandem indenturam inter alia plenius liquebat et apparebat.

[p. 35] Quam quidem indenturam predictus Willelmus predicto patri nostrum prefatæ reginæ Henrico octavo sursumreddebat. Super quo idem pater nostrum prefatæ reginæ per indenturam suam sub magno sigillo suo nuper curiæ augmentationum et reventionum coronæ suæ confectam gerentem datam apud Westmonasterium decimo tertio Julii anno regni sui tricesimo secundo, recitandam predictam indenturam factam per predictos nuper Abbatem et conventum, tradiderit concesserit et ad firmam dimiserit prefato Willelmo Baldwin totum predictum manerium de Crokesley et Snelleshall in comitatu predicto, ac omnia predicta domos et ædificia gardina curtilagia terras arabiles prata pascua pasturas comunias vias semitas aquas boscos subboscos ac omnia servitia et opera autumnalia quæcunque dictis maneriis ab antiquo spectantia et pertinentia, ac omnia et singula cætera præmissa cum pertinentibus prefato Willelmo Baldwin et assignatis suis per predictam priorem indenturam in forma predicta per predictum nuper Abbatem et conventum dimissa cum pertinentibus (exceptis tamen semper et dicto nuper regi hæredibus et successoribus suis omnino reservatis omnibus et singulis his quæ per predictam priorem indenturam in forma predicta præexcepta et reservata fuerunt) **Habenda et tenenda** maneria predicta ac cætera omnia et

singula premissa cum pertinentiis (exceptis præexceptis) prefato Willelmo Baldwin et assignatis suis a festo Sancti Michaelis Archangeli adtunc proxime futuro, usque ad finem termini et per terminum viginti et unius annorum extunc proxime sequentium et plenarie complendorum, **Reddendas** inde annuatim dicto nuper regi hæredibus et successoribus suis quindecim libras sex solidos et octo denarios legalis monetæ Angliæ ad festa Annunciationis beatæ Mariæ virginis et sancti Michaelis Archangeli, vel infra unum mensem post utrumque festum festorum illorum ad curiam prædictam per æquales portiones solvendas durante termino predicto, prout per easdem literas patentes inter alia plenius liquet et apparet. **Cumque** etiam precharissimus frater nostrum prefatæ reginæ Edwardus sextus nuper rex Angliæ per literas suas patentes sub magno sigillo suo nuper suæ curiæ augmentationum et reventionum coronæ suæ confectas gerentes datam apud Westmonasterium quarto die Januarii anno regni sui quarto, predictam indenturam dicti precharissimi patris nostrum prefatæ reginæ Henrici octavi recitandam, tradiderit concesserit et ad firmam dimiserit dilecto servienti suo Roberto Lee uni dapiferorum camerae suæ predictos scitus predictorum maneriorum de Crokesley et Snelleshall cum pertinentiis ac cætera omnia et singula premissa superius expressa et specificata cum eorum pertinentiis universis (exceptis preexceptis) **Habendos et tenendos** predictos scitus maneriorum predictorum, ac cætera omnia et singula premissa cum pertinentiis (exceptis preexceptis) prefato Roberto Lee executoribus et assignatis suis a fine dicti termini viginti et unius annorum prefato Willelmo Baldwin per dictam indenturam gerentem datam dicto tertio decimo die Julii dicto anno regno predicti patris nostrum prefatæ reginæ tricesimo secundo ut prefertur, concessam, vel a tempore quo indentura et dimissio illa per forisfacturam sursumreditionem vel aliter quocunque modo finiiri vacari seu determinari contigerit, usque ad finem termini, et per terminum viginti et unius annorum ex tunc proxime sequentium et plenarie complendorum, **Reddendas** inde tunc annuatim dicto fratri nostrum prefatæ reginæ hæredibus et successoribus suis quindecim libras sex solidos et octo denarios legalis monete Angliæ ad festa annunciationis beatæ Mariæ

virginis et Sancti Michaelis Archangeli, vel infra unum mensem post utrumque festum festorum illorum ad manus ballivorum vel receptorum premissorum pro tempore existentium, per æquales portiones solvendas, prout per easdem literas patentes inter alia plenius liquet et apparet, reversione et reversionibus omnium et singulorum premissorum superius expressorum et specificatorum post predictos separales terminos annorum finitos, nobis ac hæredibus et successoribus nostrum prefatæ reginæ pleno jure spectantibus et pertinentibus, **Sciatis** quod nos prefati rex et regina tam pro summa mille triginta trium librarum duodecim solidorum et sex denariorum legalis monete Angliæ ad receptionem scaccarii nostri ad manus Nicolai Brigham servientis nostri ac unius numeratorum ejusdem scaccarii ad [p. 36] usum nostrum per dilectum nobis Johannem Caius in medicinis doctorem præ manibus bene et fideliter persoluta unde fatemur nos plenarie fore satisfactos et persolutos, eundemque Johannem Caius hæredes executores et administratores suos inde acquietatos et exoneratos esse per presentes, quam pro diversis aliis causis et considerationibus nos ad presens specialiter moventibus, de gratia nostra speciali ac ex certa scientia et mero motu nostris dedimus et concessimus ac per presentes pro nobis hæredibus et successoribus nostrum prefatæ reginæ damus et concedimus præfato Johanni Caius reversionem et reversiones predictorum maneriorum de Crokesley alias Croxley et Snelleshall, ac omnium predictorum domorum, ædificiorum, gardinorum, curtilagiorum, terrarum, pratorum, pascuarum, et pasturarum, boscorum, et subboscorum, ac cæterorum omnium et singulorum præmissorum superius in predictis recitatis indenturis et literis patentibus expressorum et specificatorum et cujuslibet earumdem parcellarum, ac prefatis Willelmo Baldwin et Roberto Lee seperaliter in forma superius specificata dimissorum et concessorum, ac totum predictum annualem redditum quindecim librarum sex solidorum et octo denariorum tam per predictam indenturam gerentem datam dicto decimo tertio die Julii dicto anno regni dicti patris nostrum prefatæ reginæ Henrici octavi tricesimo secundo quam per predictas literas patentes gerentes datam dicto quarto die Januarii predicto anno quarto regni dicti fratris nostrum

prefatæ reginæ Edwardi sexti (ut præfertur) separaliter reservatum. **Damus etiam** et pro considerationibus predictis pro nobis hæredibus et successoribus nostrum prefatæ reginæ concedimus prefato Johanni Caius omnia illa predicta maneria nostra de Crokesley alias Croxley et Snelleshall cum eorum juribus membris et pertinentiis universis in comitatu nostro Hertfordiæ, nuper dissoluto monasterio Sancti Albani in eodem comitatu Hertfordiæ quondam spectantia et pertinentia, ac parcelas possessionum inde quondam existentium; ac etiam totum illud manerium nostrum de Roughton alias dictum Roughton alias Runtou ac advocaciones donationes liberas dispositiones et jura patronatuum rectoriarum et ecclesiarum de Roughton alias Roughton alias Runtou Holme et Wallington, cum eorum juribus membris et pertinentiis universis in dicto comitatu nostro Norfolciæ, nuper dissoluto monasterio de Bury Sancti Edmundi in comitatu nostro Suffolciæ quondam spectantibus et pertinentibus, ac parcelas possessionum inde existentium; nec non totum illud manerium nostrum de Burnham Thorpe cum suis juribus membris et pertinentiis universis in dicto comitatu nostro Norfolciæ nuper dissoluto monasterio de Wimondham in eodem comitatu Norfolciæ quondam spectantia et pertinentia, ac parcelas possessionum inde existentium; Ac etiam omnia et singula messuagia, molendina, grangias, domos, ædificia, horrea, stabula, columbaria, hortos, pomaria, gardina, terras, tenementa, prata, pascuas, pasturas, lesuras, cursus faldagii ovium, communias, vastas, jampna, brueras, moras, mariscos, aquas, stagna, piscarias, piscationes, redditus reversiones et servitia, ac redditus et servitia tam liberorum quam customariorum tenentium, nec non redditus servitia et annualia proficua quæcunque reservata super quibuscunque dimissionibus et concessionibus; Ac etiam firmas, feodi firmas, et annuitates ac feoda militum, warda, maritagia, escaeta, relevia, herietta, fines, amerciamenta ac etiam curias letas et visum franc plege ac omnia ad visum franc plege pertinentia et spectantia, nativos et nativas, ac villanos cum eorum sequelis; Ac etiam mundinas, mercata, tolmeta, custumas, theolonia, ac omnia et singula alia jura proficua libertates commoditates emolumenta et hæredita-
menta nostra quæcunque cujuscunque sunt generis naturæ seu

speciei seu quibuscunque nominibus sciantur censeantur vel cognoscantur, situata jacentia et existentia ac provenientia crescentia sive renovantia in villis campis parochiis seu hameletis de Crokesley alias Croxley Snelleshall et Ricmersworth in dicto comitatu nostro Hertfordiæ, ac in Roughton alias Runton et [p. 37] Burnham Thorpe in dicto comitatu nostro Norfolciæ, ac alibi ubicunque in eisdem comitatibus Hertfordiæ et Norfolciæ dictis maneriis seu eorum alicui quoquo modo spectantia vel pertinentia, aut ut membra partes vel parcelas eorundem maneriorum, seu eorum alicujus, antehac habita cognita accepta usitata dimissa locata seu reputata existentia; Ac etiam omnes et omnimodos boscos, subboscos, et arbores nostras quas-cunque de in et super premissis crescentes et existentes, ac totam terram fundum et solum eorundem boscorum subboscorum et arborum, ac reversionem et reversiones quascunque omnium et singulorum premissorum et cujuslibet inde parcellæ, nec non redditus et annualia proficua quæcunque reservata super quibuscunque dimissionibus et concessionibus de premissis seu de aliqua inde parcella quoquo modo factis una cum visum franc plege curiis letis lawdays catallis waiviatis extra-huris feodis militum ac cum omnibus et omnimodis illis et eisdem proficuis commoditatibus et emolumentis quibuscunque in maneriis predictis ac cæteris premissis, et in qualibet inde parcella, quæ et qualia aliqui Abbates vel priores dictorum nuper monasteriorum aut eorum aliquis vel aliqui aut aliquis alius sive aliqui alii præmissa aut aliquam inde parcellam antehac habentes possidentes aut seisiti inde existentes, eadem aut aliquam inde parcellam unquam habuerunt tenuerunt vel gavisii fuerunt, habuit tenuit vel gavisus fuit, seu habere tenere vel gaudere debuerunt aut debuit in maneriis predictis et cæteris præmissis aut in aliqua inde parcella, ratione vel pretextu alicujus chartæ doni concessionis vel confirmationis aut aliquarum literarum patentium per nos seu per aliquem progenitorum nostrorum regum Angliæ quoquo modo factarum vel concessarum seu confirmatarum aut ratione vel pretextu alicujus legitimæ prescriptionis usus seu consuetudinis antehac habitæ seu usitatæ vel aliter quocunque legali modo jure seu titulo. **Damus** enim et per presentes pro nobis hæredibus et successor-

ibus nostrum prefatæ reginæ concedimus prefato Johauni Caius predicta maneria, messuagia, terras, tenementa, ac cætera omnia et singula premissa cum pertinentiis adeo plene libere et integre, ac in tam amplis modo et forma, prout ea omnia et singula premissa una cum visum franc plege ac aliis libertatibus supradictis ad manus nostras seu ad manus dictorum precharissimorum patris vel fratris nostrum prefatæ reginæ Henrici octavi et Edwardi sexti, seu ad manus eorum alterius ratione vel pretextu alicujus chartæ doni concessionis vel confirmationis aut ratione vel pretextu alicujus actus Parliamenti seu aliquorum actuum Parliamentorum, seu quocunque alio legali modo jure seu titulo devenerunt seu devenire debuerunt, ac in manibus nostris jam existunt seu existere debent vel debuerunt, **Quæ quidem** maneria ac predicta messuagia terræ tenementa ac cætera omnia premissa cum pertinentiis modo extenduntur ad clarum annuum valorem quinquaginta unius librarum novemdecim denariorum et unius oboli; videlicet predictum manerium de Crokesley cum pertinentiis ad clarum annuum valorem viginti trium librarum novemdecim denariorum et unius oboli, ac predictum manerium de Roughton cum pertinentiis ad clarum annuum valorem viginti duarum librarum, ac predictum manerium de Burnham Thorpe ad clarum annuum valorem sex librarum, **Exceptis** tamen semper et nobis hæredibus et successoribus nostrum prefatæ reginæ extra presentem concessionem omnino reservatis omnibus campanis et toto plumbo, de in et super premissis existentibus ac etiam omnibus advocacionibus premissis incumbentibus sive spectantibus simili modo exceptis et reservatis, præterquam predicta advocacione de Runtun Holme et Wallington predictis, **Habendam tenendam & gaudendam** predictam reversionem et reversiones predictas, ac predictum annualem redditum quindecim librarum sex solidorum et octo denariorum necnon predicta maneria messuagia terras tenementa prata pascuas pasturas communias advocacionem de Runtun cursus faldagii ovium moras mariscos boscos subboscos redditus reversiones et servitia, Necnon curias letas [p. 38] visum franc plege catalla waiviata extrahuras ac cætera omnia et singula premissa superius expressa et specificata cum eorum pertinentiis universis (exceptis preexceptis) prefato

Johanni Caius hæredibus et assignatis suis, ad proprium opus et usum ipsius Johannis Caius heredum et assignatorum suorum imperpetuum, **Tenenda** de nobis hæredibus et successoribus nostrum prefatæ reginæ ut de manerio nostro de Estgrenwiche in comitatu nostro Kantia, per fidelitatem tantum in libero socagio et non in capite, pro omnibus redditibus, servitiis et demandis quibuscunque proinde nobis hæredibus vel successoribus nostrum prefatæ reginæ quoquo modo reddendis solvendis vel faciendis. **Et ulterius** de ampliori gratia nostra dedimus et concessimus ac per presentes damus et concedimus prefato Johanni Caius omnia exitus redditus reventiones et proficua omnium et singulorum premissorum superius expressorum et specificatorum cum pertinentiis a festo Sancti Michaelis Archangeli ultime preterito hucusque provenientia sive crescentia, **Habenda** eidem Johanni Caius ex dono nostro absque compoto seu aliquo alio proinde nobis hæredibus vel successoribus nostrum prefatæ reginæ quoquo modo reddendo solvendo vel faciendo. **Et ulterius** de ampliori gratia nostra volumus ac per presentes concedimus prefato Johanni Caius hæredibus et assignatis suis, quod nos hæredes et successores nostrum prefatæ reginæ imperpetuum annuatim et de tempore in tempus exonerabimus ac quietabimus et indemnes conservabimus tam prefatum Johannem Caius hæredes et assignatos suos, quam predicta maneria messuagia terras tenementa ac cætera omnia et singula premissa superius expressa et specificata cum pertinentiis et quamlibet inde parcellam de omnibus et omnimodis corrodiis redditibus feodis annuitatibus pensionibus portionibus et denariorum summis et oneribus quibuscunque per nos seu nostrum alterum oneratis seu concessis præterquam de servitiis superius per presentes reservatis, ac præterquam de dimissionibus et concessionibus de premissis seu de aliqua inde parcella factis super quibus antiquus redditus vel plus reservatur, ac præterquam de conventionibus in hujusmodi dimissionibus existentibus, ac præterquam de oneribus quæ aliquis firmarius sive aliqui firmarii premissorum ratione aliquarum indenturarum et dimissionum suarum exonerare tenetur seu tenentur, ac præterquam de feodis ballivi senescalli et prepositi premissorum. Volentes enim ac per presentes firmiter injungendas precipient (*sic*)

tam thesaurario, cancellario, et baronibus scaccarii nostri hæredum et successorum nostrum prefatæ reginæ quibuscunque pro tempore existentibus, quod ipsi et eorum quilibet super sola demonstratione harum literarum nostrarum patentium vel irrotulamenti earundem absque aliquo alio brevi seu warranto a nobis hæredibus vel successoribus nostrum prefatæ reginæ quoquo modo impetrando seu prosequendo plenam integram debitamque allocationem et exonerationem manifestam de omnibus et omnimodis hujusmodi corrodiis redditibus feodis annuitatibus et denariorum summis ac oneribus quibuscunque per nos seu nostrum alterum oneratis seu concessis (exceptis preexceptis) prefato Johanni Caius hæredibus et assignatis suis facient et de tempore in tempus fieri causabunt. **Et hæ literæ nostræ patentes** vel irrotulamenta earundem erunt annuatim et de tempore in tempus tam dictis thesaurario, cancellario, baronibus dicti scaccarii nostri hæredum et successorum prefatæ reginæ, quam omnibus receptoribus auditoribus et aliis officiariis et ministris nostris hæredum et successorum nostrum prefatæ reginæ quibuscunque pro tempore existentibus sufficiens warrantum et exoneratio in hac parte. **Volumus etiam** ac per presentes concedimus prefato Johanni Caius quod habeat et habebit has literas nostras patentes sub magno sigillo nostro Angliæ debito modo factas et sigillatas absque fine seu feodo magno vel parvo nobis in hanaperio nostro seu alibi ad usum nostrum proinde quoquo modo reddendo solvendo vel faciendo, **Et quod expressa** mentio de vero valore annuo aut de aliquo alio valore aut certitudine premissorum sive eorum alicujus, aut de aliis donis sive concessionibus per nos seu per aliquem progenitorum nostrum dictæ reginæ prefato Johanni Caius ante hæc tempora factis in presentibus minime facta existit, aut aliquo statuto, actu, ordinatione, provisione, proclamatione, sive [p. 39] restrictione in contrarium inde antehac habita facta edita ordinata seu provisa, aut aliqua alia re causa vel materia quacunque in aliquo non obstante. **In cujus rei testimonium** has literas fieri fecimus patentes. **Testibus** nobis ipsis apud Westmonasterium duodecimo die Februarii annis regnorum nostrorum quarto et quinto. Per breve de privato sigillo etc. P. Cordell.

Haetenus charta regia in qua illud obiter admonendum jus patronatus seu advocaciones ecclesiarum de Roughton Holme et Wallington non esse nostri juris, cum certo constat prius fuisse eas venditas ab Edwardo sexto 18^o Decembris anno regni sui sexto, Edwardo Fynes, ordinis Garterii militi, domino Clynton et Say ac magno admirallo Angliæ, et Henrico Herdeson de London, ut ex rotulis domini regis certo didicimus, ne quis in quemquam ea de re frustra intendat litem.

Ex his maneriis jam commemoratis cuique socio [erasure] cuique scholari quatuor marcas in annos singulos exhiberi placuit, usque dum majus incrementum census prediorum fuerit, quo tempore auctum iri numerum tum sociorum tum scholarium voluit, ut in statutis suis copiosius declaravit. Ut autem sociorum unus sit theologus, reliqui medici, in eisdem ordinavit. Carta vero donationis ejus, et indentura pactorum seu conventionum inter eum et Collegium de sociis et scholaribus suis alendis, statutis observandis, et aliis rebus gerendis, obligatioque magistri et sociorum de pactis prestandis (quarum una pars in archivis nostri Collegii, altera Collegii Corporis Christi et beatæ Mariæ asservatur) subsequuntur in hæc verba.

Omnibus Christi fidelibus ad quos hoc presens scriptum indentatum pervenerit, Johannes Caius doctor artis medicinæ, ac unus fundatorum Collegii de Goneville et Caius fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ, salutem in domino sempiternam. Sciatis me prefatum Johannem Caius juxta licentiam illustrissimorum principum Philippi et Mariæ, dei gratia regis et reginæ Angliæ, Hispaniarum, Franciæ, utriusque Siciliæ, Hierusalem, et Hiberniæ, fidei defensorum, Archiducum Austriæ, Ducum Burgundiæ Mediolani et Brabantiae, Comitum Haspurgi Flaudriæ et Tirolis, per literas suas patentes gerentes datam apud Westmonasterium quarto die Septembris annis regnorum suorum quarto et quinto, mihi prefato Johanni Caius inter alia in eisdem literis patentibus facta et specificata, dedisse et concessisse ac per presentes pro me et hæredibus meis dare et concedere dilectis mihi in Christo Thomæ Bacon clerico, sacræ

theologiæ baccalaureo, magistro sive custodi Collegii de Gonerthille et Caius predicti fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ predicta, et sociis ejusdem Collegii, maneria mea de Roughton, alias Roughton, alias Runtun, et Burnham Thorpe in comitatu Norfolciæ, cum eorum membris juribus et pertinentiis universis et singulis, **Pernon** maneria mea de Crokesley alias Croxley et Snelleshall in comitatu Hertfordiæ cum suis juribus membris et pertinentiis universis, Ac advocaciones donationes et jura patronatum rectoriarum et ecclesiarum de Roughton Holme et Wallington, Ac omnia terras tenementa redditus reversiones servitia boscos subboscos ac cætera hæreditamenta mea quæcunque cum pertinentiis in Roughton alias Roughton alias Runtun, Burnham Thorpe, ac in Crokesley alias Croxley, et Snelleshall, aut alibi ubicunque jacentia et existentia in predictis comitatibus Norfolciæ et Hertfordiæ, Habenda et tenenda predicta maneria terras, tenementa, ac cætera omnia ac singula premissa cum suis pertinentiis prefato magistro sive custodi et sociis ejusdem Collegii et successoribus suis, Ad proprium opus et usum prefatorum magistri et sociorum Collegii predicti, et successorum suorum imperpetuum, Ea intentione quod prefati magister et socii Collegii predicti et eorum successores imperpetuum disponent omnia exitus et proficua maneriorum terrarum et tenementorum predictorum secundum formam effectum et intentionem declaratam et specificatam in quibusdam indenturis huic presenti scripto annexis, Et ea intentione quod prefati magister et socii Collegii predicti et eorum successores de tempore in tempus imperpetuum observabunt et perimpletebunt, ac fieri perimpleri et observari procurabunt, omnes et singulas conventiones agreamenta et articulos in predictis indenturis huic presenti scripto annexis specificata ex parte predictorum magistri et sociorum et eorum successorum in dictis indenturis perimplenda et observanda. Et ego vero predictus Johannes Caius pro me ac hæredibus meis predicta maneria terras tenementa ac cætera premissa cum pertinentiis prefatis magistro et sociis ejusdem Collegii in forma predicta contra meipsum et hæredes meos warrantizabo, et imperpetuum defendam per presentes. Ac insuper

sciatis me prefatum Johannem Caius fecisse ordinasse constitui et in loco meo per presentes posuisse dilectos mihi in Christo Willelmum Caius et Willelmum Browne meos veros et legitimos attornatos conjunctim et divisim ad intrandum in predicta maneria ac cætera premissa cum pertinentiis, ac plenam ac pacificam possessionem et seisinam inde vice et nomine meo capiendam, et post hujusmodi possessionem et seisinam sic inde captam et habitam deinde pro me et in nomine meo plenam et pacificam possessionem et seisinam prefatis magistro et sociis Collegii predicti, seu eorum in hac parte attornato deliberandam, secundum tenorem, vim, formam, et effectum hujus presentis scripti mei inde confecti, Ratum et gratum habentem et habiturum totum et quicquid dicti attornati mei vice et nomine meo in premissis fecerint, sive eorum alter in premissis fecerit per presentes. In cujus rei testimonium cuilibet parti hujus presentis scripti mei indentati ego prefatus Johannes Caius sigillum meum apposui. Datum primo die Martii dictis annis regnorum dictorum Philippi et Mariæ Dei gratia regis et reginæ Angliæ, Hispaniarum, Franciæ, utriusque Siciliæ, Hierusalem, et Hiberniæ, fidei defensorum, Archiducum Austriæ, Ducum Burgundiæ Mediolani et Brabantæ, Comitum Haspurgi Flandriæ et Tirolis, quarto et quinto.

This Indenture made the first daye of Marche in the fourth and fifth yerres of the reygnes of our Soverayn lorde and lady Philip and Mary by the grace of God kynge and quene of Englande Spayne France booth Sicillys Hierusalem and Irelande, defenders of the faythe, Archedukes of Austriche, Dukes of Burgundy Myllayn and Brabant, Counties of Haspurge, Flanders and Tyroll, Betwene John Caius of London gent, doctor of physicke, and one of the founders of Goneville and Caius Colledge, founded in thonor of thannunciacion of our blessed Lady y^e virgin in the university of Cambrige on the one parte, and Thomas Bacon clerke bachelor of divinitie, and Master or keper of the sayde Colledge, and y^e fellowes of the same of thother partie; Witnessyth that where our sayd soveraygne lorde and lady the kinge and quenenes majesties by their letters patents bearing date y^e fourth daye of Sep-

tember in the fourth and fiveth yeres of their Majesties reignes have incorporated the sayde Colledge by the name of the Master or Keper and fellowes of the College of Goneville and Caius founded in thonor of thannunciation of our blessed ladye y^e virgin in the universitie of Cambrige, And further by the saide letters patents have ordeyned made appoynted and declared y^e sayd John Caius to be one of the founders of the sayd College, and also the sayd Thomas Bacon clerke to be Master or Keper of y^e sayd College, and one John Vincent bacheler of divynitye, John Bateman master of arte, Hughe Glynn master of arte, John Cowell master of arte, and others to y^e number of ten fellowes named in the sayd letters patents, to be fellowes of y^e sayd College: And also by y^e same letters patents have further granted that ther shalbe two other [p. 41] fellowes or more in y^e sayd College to be named chosen and appoynted by the said John Caius, And that y^e said two fellowes or more so to be appointed and nominated by y^e said John Caius, shalbe fellowes of the sayd College together with the sayd tenne fellowes named in the sayd letters patents, And that also the said John Caius may make and appoynte statuts ordinances and rules for y^e better governement of the sayd College, so that y^e same statutes ordinances and rules be not repugnante or contrary to the ordinances statutes and rules made by y^e reverend father in God William sometyme bishoppe of Norwiche: And also by the same letters patents have licenced the sayd John Caius to give manors landes and tenements (thoughe the same be, or then shalbe holden of our said soveraign lorde and lady, the kinge and quene, or of any other person or persones) not excedinge the yerely value of three score tenne poundes or one hundreth poundes at the moste, unto the sayd Master and fellowes of the said College and their successors for ever. And further by the same letters patents have granted that it shalbe lawfull for the said John Caius to name and appoynte two fellowes or more, and twelve scholers or more, to be kepte and mainteyned within the sayd College. And that as often as it shall happen the Master or Keper or any the fellowes or scholers of the sayde College to die goe awaye or be removed, or change his

or their places, that at every suche tyme the election of a new Master fellowe or scholer shalbe had and made according to the ordinances rules and statutes made by the sayde William, sometyme bishop of Norwiche, and accordinge to the ordinances rules and statutes to be made by the sayd John Caius in forme aforesaide, as by the said letters patentes more playnly yt doth and may appere. And where the sayd John Caius by his dede of feofment to these present indentures annexed hath given and granted unto y^e sayd Master or Keper and fellowes and their successors his manors of Crokesley and Snelleshall, with their appurtennences in the countie of Hertford, and his manors of Roughton and Burnham thorpe with their appurtenances in the countye of Norfolke as by the same dede more playnly it doth and may appere, And where also the said John Caius as well for the good order and governemente of the sayd College, as also for the mayntenance and keapinge of two fellowes and twelve scholers for ever to be mayntayned and kept within the sayd College hath made certen rules statutes and ordinances, wherein emongest other things he hath appointed and declared howe the rentes yssues and profittes of the sayd manors landes tenements and hereditaments shalbe for ever employed and bestowed as by the sayd ordinances rules and statutes made and declared by the sayd John Caius in a booke by him written or subscribed more playnly yt doth and may appere; It is nowe covenanted and agreed betwene y^e sayd parties by these presents, And the sayd Master and fellowes of the sayd College for them and their successors do covenant and graunt to and with the sayd John Caius his heires and assignes by these presents that they the sayd Master and fellowes and their successors do and shall for ever receyve esteme repute and take the said John Caius for their good and beneficiall founder, and shall employe and bestowe all the rents yssues and profitts of the said manors landes and tenements and also shall in all things order kepe rule and dispose the sayde yssues manors lands tenementes and every parte and parcell therof in suche maner and forme as by the said John Caius in his sayd ordinances rules and statuts ys or shalbe set furth appoynted and de-

[p. 42] clared: And that also they the said Master and fellowes and their successors shall at all tymes hereafter for ever observe and kepe all the sayde ordinances rules and statutes now made and declared by the sayde John Caius in the said booke by him written or subscribed as aforesaide, And that also they y^e sayd Master and fellowes and their successors shall at all tymes hereafter permitt and suffer the said John Caius to make ordeyn and appoynte all such other ordinances statutes and rules for the said College, as he by authoritie of y^e letters patents before mentioned may make and appoynte. And that they the said Master and fellowes and their successors after suche ordinances rules and statutes made by the said John Caius, shall in all things performe and kepe the same, accordinge to the true meaning and intende thereof. And the saide Master and fellowes for them and their successors do further covenant and graunt to and with the said John Caius his heyres and assignes by these presents, that the said John Caius at all tymes duringe his life shall and may alter and chaunge all or any of his ordinances statutes and rules, and to limitte make and appointe other and suche as he shall thinke mete and conveniente for the better order and government of the said College, and for the disposition of the said mannors landes and tenements, and the rents profitts and yssues of the same; And that also they the sayd Master and fellowes and their successors shall observe and kepe the sayd orders that the sayd John Caius shall alter constitute and leave standinge in force, And also shall at all tymes for ever mainteyn and kepe within the said College two fellowes and twelve scholers, over and besides the number of the fellowes and scholers that nowe be or ought to be maynteyned and kepte within the said College, in suche maner and forme as by the said John Caius in his said statutes ys or shalbe hereafter set furth and appoynted: And further shall so encrease the number of those his fellowes and schollers, as the rents issues and profytts of the sayd manors landes and tenements hereafter will and may extende to perfourme the same, accordinge to suche orders and statutes, as he the said John Caius hath thereupon made for the tyme to come; And

that also they the said Master and fellowes and their successors shall not at any tyme or tymes hereafter, do, consent or suffer to be done by them or any others, any acte or thinge whereby the name of their incorporation that nowe is given by the sayd kinge and quenes Majesties in the letters patents afore-sayd, and bearing the name of Goneville and Caius, shall or may be by any meane or meanes consent or otherwise altered chaunged extinguished or determined, But that they and their successors shall alwaies to their uttermost power use sette furth and maynteyn the same for ever: And that also they the said Master and fellowes nor their successors shall not at any time hereafter alienate morgage chaunge bargayn or sell the said mannors landes and tenements or any other parte or parcell thereof, or any other the lands tenements or hereditaments of the sayd College or any parte or parcell of the same, to any persone or persones in fee symple, fee tayle, fee ferme, or for terme of life or lives, nor shall sette or lette the same to ferme, for more yeres nor otherwise then shalbe limited and appoynted by the rules and statutes of the sayd John Caius. And that they shall converte the rents and profitts of the said manors landes tenements and other the premisses given by the said John Caius, and of every parte and parcell of the same from time to time to the commoditie and profitte of the said College for suche uses and intents and in such manner and forme, as by the said John Caius in his ordinaunces statutes and rules ys or hereafter shalbe sette forth and appoynted the rents yssues and profitts of the other landes [p. 43] and tenements of the said College, to be employed and bestowed accordinge to the ordinaunces and rules of the sayd righte reverend father in God William sometime bishop of Norwiche, and accordinge to the mynde and will of those benefactors that dyd give the same; And further that neither they nor their successors shall use any the mony plate or other goodes which the sayd John Caius hath given or shall give unto the said Master and fellowes to other uses intents or purposes then suche as by the statutes and ordinances of the said John Caius are or shalbe appoynted. In witnes whereof the parties aforesaid to either parte of these present

Indentures have putt their seales the day and yeres before written.

Noverint universi per presentes nos Magistrum et socios Collegii de Goneville et Caius fundati in honorem annunciationis beatæ Mariæ virginis in Universitate Cantabrigiæ, teneri et firmiter obligari Johanni Caius de London generoso doctori artis medicinæ ac uni fundatorum dicti Collegii, in mille et quingentis libris bonæ et legalis monetæ Angliæ, solvendis eidem Johanni Caius executoribus administratoribus sive assignatis suis in festo paschæ proximo futuro post datam presentium. Ad quam quidem solutionem bene et fideliter faciendam obligamus nos et successores nostros firmiter per presentes sigillo nostro sigillatas. Datum primo die Martii annis regnorum Philippi et Mariæ Dei gratia regis et reginæ Angliæ, Hispaniarum, Franciæ, utriusque Siciliæ, Hierusalem, et Hiberniæ, fidei defensorum, Archiducum Austriæ, Ducum Burgundiæ Mediolani et Brabantiæ, Comitum Haspurgi Flandriæ et Tyrolis, quarto et quinto.

The Condition of this Obligation is suche that if the above bounden Master and fellowes and their successors do at all tymes from hencefurth observe performe fulfill and kepe all and singuler the covenantes grants articles and agrements which on their parte and behalf are to be observed performed fulfilled and kepte, and conteyned and specified in one payre of indentures made betwene the above named John Caius of the one partie and the sayd Master and fellowes of the other partie, bearing date the day of the date of these presents, **That then** this obligacion to be utterly voyde and of none effect, or els to stande in full strength force and effecte.

1559

Post novem menses et dies aliquot quam hæc gesta sunt, Thomas Bacon custos moriebatur apud Shelfeid (Chelsfield) in Cantio, primo Januarii anno 1559 viz., multo ære alieno astrictus. Is quo creditores fallat, Nicolao Bacon fratri suo, mercatori Londinensi, omnia sua per chartam fraudemque dedit. Quo factum ut non multum abfuit quin libræ 26 et amplius

(quas debuit Collegio) perirent. Reliquit etiam Collegium multis obæratum grandi pecunia.

In ejus demortui locum, electus et creatus custos est 24^o Januarii ejusdem anni 1559 Joannes Caius medicus, per omnem vitam cœlebs, et unus ex Collegii fundatoribus. Id officii admisisset ægre, tum quod nec theologus, nec sacerdos erat, tum quod semper fere ratione instituti sui abesse cogeretur, nisi procancellarius universitatis alique graves viri Collegiorum præsides, grave alioqui periculum Collegio prævidentes imminere, et saniores Collegii nostri socii frequentibus litteris ad id incitassent, et ne quod fundaret Collegium in tanto discrimine desereret, per ejus salutem commovissent. Itaque admittebat quidem, sed nullius stipendii gratia (quod per omne officii sui tempus recusaverat) sed Collegii conservandi causa, quod jam tum ruinam minitari viderat. Nemo enim novit rationem rerum et possessionum Collegii, nemo quid, quantum, aut unde haberetur quo nostros aleremus, intellexit, nec quid [p. 44] actum aut gestum sit per longa anteacta tempora, in memoria habuit. Adhæc evidentiæ scripta seu monumenta Collegii sacellique ornamenta sublata, et in privatos usus conversa, divisa inter eos vestimenta templi, et locationes predictorum præter fas et jura erant. Quæ in rem erant Collegii ex parte sociorum facienda, oblita et oblitterata fuerunt, quæ in communem ejus usum, privata facta. Pensiones enim cubiculorum quæ tum nostro, tum majorum nostrorum tempore ut ex vetustis rationum libris intelligimus, in usus Collegii et sacelli reponebantur, in usus suos converterunt socii, quæque paulo post ingressum quisque suum in Collegium socii ex juramento conferre Collegio debuerunt, oblivioni tradebantur. Quæ autem illa erant, ex jurejurando vetusto adhuc superstitute constat in hæc verba.

Jurabis quod mappam, manitergium, coclear argenteum, et ciphum de masuro, vel peciam argenti dabis Collegio infra medietatem anni post tuum ingressum, bona et decentia, juxta arbitrium custodis, et duorum sociorum saniorum, seu viginti solidos in recompensam et ad effectum predictorum.

Pecunia etiam Collegii per custodem et tres seniores socios absumpta est, quorum etiam opera in magnum æs alienum

amplius centum marcarum argenti Collegium incidit, adeo ut indies ex credito vivendum fuit. Ex libris sexcentis auro puro cum discederemus anno 1545 relictis, superfuerunt tantum in redivit nostro 24 Januarii 1559 quatuor libræ et solidi sedecim in omnes eventus, atque ad omnes Collegii necessarios usus, usque ad proximos redditus sub festum annunciationis beatæ Mariæ proxime insequens recipiendos, urgentibus tum vehementer creditoribus Collegii ut debita sine mora persolvantur. Quibus pecuniis cum parceremus, ut aliqua ex parte creditoribus satisfaceret, ad quotidianum com meatum emendum cum nihil superfuit, mutuo accipere necessitas compulit. Itaque in tantis rerum angustiis cum succurrendum fuit presenti necessitati, cogebarum persolutis Andreae Perne doctori theologo et Ecclesiæ Eliensis decano, 26. lib. 13^s. 4^d quas ei Collegium debuit, evidencias seu locationum indenturas perlustrare, atque, ita ex eis rentali conscripto, de integro redditus colligere, et renascenti jam Collegio quemadmodum consulendum sit discere. Syngraphæ porro et obligationes (per quas debita petenda fuerant), conquirendæ erant, quædam per annos duodecim, quædam per decem et octo, et quædam per viginti, plus minus, neglectæ. Sed an vitio vertendum id sit custodi et sociis quod hujusmodi Collegii bona contempserant aut neglexerant, an laudanda fortuna quod non viderant ut in hac rerum necessitate sit quo Collegio succurramus, nescio. Etenim si vidissent, absumpta essent omnia. Cogebarum insuper evidencias multas hinc inde per seniorum sociorum cubicula distractas conquirere, suis locis ordine reponere, quæ laceris chartis citra ordinem commissa sunt pergameno ordine rescribere, ad notanda acta seu res gestas libros instituere, de acceptis et expensis, concreditibus atque debitibus, rationum libros componere, statuta in rem honorem et perpetuitatem Collegii præscribere, ne quid ei debeatur aut id debeat (quoad ejus fieri potest) imperare, atque istis aliisque modis Collegii salutem consulere, ejus ruinam antevertere, et damna reficere. Ad extremum, ad pecuniam, quam custos et tres seniores socii debuerunt, recuperandam, coacti sumus jure agere, primo contra illius testamenti executores coram iudicibus, qui a supplicibus libellis reginæ nostræ Elizabethæ fuerunt: tum contra hos et jure et carcere coram procancellario Academiæ

magna inquietudine nostra, jam tum fere quinquagenarii, sed foelici successu, etsi propterea habiti duriores et severiores sumus universitatis juvenibus, ne istud factum nostrum ad eos castigandos traheretur in exemplum, si suis collegiis idem illi perpetrarent. Sed eam opinionem contempsimus, omnemque molestiam devoravimus, avidi labentis Collegii ruinas fulcire, atque in pristinum eum honorem et dignitatem restituere, in quibus priores nostri et frugi custodes, magna sua laude reliquerunt. Contenti etiam ulterius in res ad Collegii comoda pertinentes insumere a principio nostræ tertiæ foundationis quarto Septembris 1557 ad quartum Septembris 1563, libras [p. 45] quinquaginta novem, solidos tredecim, denarios quinque et obolum unum, ultra mille triginta tres libras duodecim solidos et sex denarios quos expendimus in prædia seu fundos nostros quos Collegio dedimus, ultra libras viginti duas et tredecim denarios in labrum argenteum cum gutturnio Collegio per nos collatum, ultra viginti duas libras in Collegii incorporationem assequendam, et ultra sex libras sedecim solidos undecim denarios et obolum unum in convivium quo tempore tertiæ erectionis festum celebratum fuit, 25 Martii videlicet 1558, ut ea de re particulari ratione habita certissime constat. Quæ summæ collectæ atque additæ, unam efficiunt summam librarum 144 supra mille, et solidorum quatuor. Ut hic non commemoremus quantum eundo ac redeundo ad Collegium durante officio expendimus, quantum mora nostra ibidem erogavimus, quantum obeundo Collegii negotia in omnem etiam vitam nostram reliquam insumpsimus, et condonando Custodis salarium vestitum distributiones et dividenda, quantum contulimus, quantum juris actionibus Collegii causa insumpsimus. Contulimus etiam Collegio ex ære pulcherrimum astrolabium corio contectum; libros quidem magni pretii apud nos, manuscriptos, Dionisium Areopagitam, quem Joannes Clemens medicus habet, ea conditione ut a morte sua mihi aut meo Collegio restituat, Hippocratem, Galenum de medendi methodo, de differentiis febrium, de placitis Hippocratis et Platonis, de usu partium, de causis morborum et symptomatum, Trallianum, Actuarium, commentaria in Homerum, et vetus Testamentum Hebraicum; impressos vero, testamentum vetus et novum græcum, Galeni

opera græca, et veterem eorum translationem, libros ut raros ita preciosos, Avicennam, Ælianum, Dictionarium græcum, Nizolium, Budæi commentaria, chiliades Erasmi, Gesnerum de animalibus, Homerum græcum, Wesalium, Catalogum scriptorum illustrium, omnia Caii opera, et alia multa in bibliotheca Collegii omnium usibus cathenis conservanda.

1559

Eodem anno 1559, reparata sunt ædificia Collegii omnia, tempestatibus ventis et imbribus per negligentiam et incuriam superioribus temporibus concussa, impensis in id viginti libris. Emendatum et atrii pavementum ruptum et inæquale est, et sabulo atque arena obductum, directaque ambulacra, et ferrea crates in porta atrii septentrionali ad arcendum animalium ingressum posita. Breviter repurgata sunt omnia. Augiæ stabulum fuisse prius dices. Atque hæc mense Martio.

De pecunia edicto perditâ.

1551

Mense autem Julio anno Domini 1551, die nono, quantum pecuniarum Collegio decesserat edicto publico regnante Edwardo sexto, cum cupræ testones a duodecim denariis ad novem, et grossi a quatuor denariis ad tres, æstimatione diminutæ sunt, aut quantum 17^o Augusti ejusdem anni, imminutis æstimatione testonibus a novem denariis ad sex, et grossis a tribus denariis ad duos, et semigrossis a duobus denariis ad unum, et denariis ad obolum, et obolis ad quadrantem, ideo nescimus, quia memoriæ a predecessoribus nostris nihil fuit traditum.

1560

Periisse autem Collegio anno Domini 1560, 28 Septembris, edicto publico Cantabrigiæ promulgato, libras quinque et solidos sedecim ratione diminutæ æstimationis testonum cuprearum a sex denariis ad quatuor et obolum, et semigrossorum (nam grossi nulli erant ejus monetæ ab anno 1551) a duobus denariis ad obolos tres, et denariorum ad quadrantes tres, coronatorum

item Gallicorum a sex solidis et quatuor denariis ad sex solidos tantum, et pistoletorum hispanicorum, a sex solidis et duobus denariis, ad quinque solidos et decem denarios, id scimus.

[p. 46]

1561

Periere etiam ratione cassatorum coronatorum gallicorum flandricorum et pistoletorum hispanicorum ex edicto regio novem solidi et sex denarii, 15 Novembris 1561.

Eo etiam anno impura moneta ex cupro et argento mixta, post liquatam eam, et cupro separatam, ad puritatem rediit. Ex qua materia, argentea moneta pura excudi cœpta est tum malleo tum molendino, exque moneta aurea aliena cassata, ad ignem atque incudem revocata, aucta est moneta aurea Britannica. Atque ita tandem ad puritatem per reginam Elizabetham redacta est moneta, quam prius Henricus octavus pater ejus sciens corruperat, quo ea abundaret, cum bellum contra Gallos in obsidione Bononiæ gesturus esset anno Domini 1544, ratus ut videtur nummorum pretia forma non materia constare, quamque minimum argenti hac ratione in alienas partes transportatum iri. Sed an votis regis id responderit, nescio. Id scio, insecutam magnam rerum omnium caritatem. Quæ an ex ea pecuniæ corruptione nata sit, mihi non constat. Mercatores, lanii, firmarii, alifices (*sic*), cupedinarii, et qui annum vel aliud quid, quod ad vitæ usum spectat, vendiderunt, monetam sedulo accusarunt, affirmantes monetæ pretium omnium rerum pretiis moderari, esse enim eam regulam et normam quibus omnes omnia metiuntur. Itaque si moneta, ut prius, pura esset, rerum quoque pretia ad vilitatem reditura. Hinc imminutæ testones seu solidi, ut ante diximus, per Edwardum sextum primo, quo propius moneta accederet ad justum materiæ pretium, et moneta aurea ac argentea pura tum primum recudi cœpta est. Eam auxit Maria soror ejus, sed priore et impura sublata, absolvit nemo ante Elizabeth reginam. Illa enim cum minuisset æs ad materiæ pretium, in arcem Londinensem revocavit suo materiæ pretio, et ex argento cupro separato argentea moneta cusa est anno 1561. Neque imminutus fuit census pecuniæ universim, unoque momento, sed sensim per

interposita spatia, perque ferenda decrementa, ne gravius damnum quam ut ferre possit patiatur populus, utque damnum per fortunam dividatur. Ad puritatem tamen redacta pecunia, non video quid ad utilitatem pretii rerum faciat, presertim, cum rerum pretia indies crescant. Quo fit ut putem, neque nummo neque aliis rebus positam caritatem, quam cupiditate hominum. Tanti enim sint omnia, quanta hominum est cupiditas. Ea autem hodie immensa est, et eo magis, quod nemo apud nos contentus vivit sua conditione. Omnes ad splendorem vitæ per superbiam, et ad generis nobilitatem, per vestium sumptum, mensarum apparatus et ædium regalem ornatum, magis quam per decus et virtutem contendunt, supra omnem modum. Quo fit ut minus habeant, et plus cupiant, et quod habent pluris æstimant, vitio suo. Sed hæc mea tantum est sententia, quæ an veritati consonet tempus ususque indicabunt.

De socio Thomæ Wendie.

1560

Cum de sociis Johannis Caii, tertii fundatoris, tribus diximus, tertium ejus socium, numerum Collegii sociorum decimum tertium constituisse ostendimus. Decimus quartus ergo erit, quem Thomas Wendie, doctor medicus, et hujus olim Collegii socius, regiusque olim postea medicus, anno 1560 constituit. Moriebatur is Londini eodem anno, undecimo Maii hora secunda matutina, apud Sanctam Mariam in Aldermanbury, anno ætatis suæ sexagesimo primo, Londini collega Collegii medicorum Johanne Caio præsidente, sepultusque est Haselingfeldi propter Cantabrigiam oppidi, eodem mense et anno.

Dedit Collegio, incertus veri ejus nominis, ex testamento, duodecimo Februarii anno 1559 (juxta supputationem Anglicanam, sed anno 1560 juxta nostram, qui annos supputamus a primo Januarii) libras decem annui redditus, ex appropriatione beneficii sui de Haselingfeld in comitatu Cantabrigiæ, in hunc sensum materna lingua.

Volo insuper ut post mortem Margaretæ uxoris meæ, rectoria [p. 47] de Haselingfelde cum pertinentibus integre deveniant,

sint, et remaneant Magistro et sociis Aulæ de Goneville et Collegio de Caius in Cantabrigia, et successoribus suis imperpetuum, quocunque nomine aut nominibus incorporantur, nominantur et cognoscantur, hac videlicet conditione sequenti, ut dicti Magister atque socii intra menses sex proxime insequentes mortem dictæ uxoris meæ, legitimis rationibus dimittant ac concedant integram rectoriam predictam cum pertinentibus hæredibus meis ad feodi firmam in perpetuum, sic ut solvant annuatim Magistro et sociis predictis et successoribus suis, annualem redditum decem librarum ultra omnes sumptus atque expensas ordinarias atque extraordinarias, ad certos dies atque festa per eos assignanda in charta sua de feodi firma: utque largiantur dicto hæredi meo per chartam suam predictam in perpetuam feodi firmam, nominationem, presentationem, et liberam dispositionem vicariæ de Haselingfelde predictæ: utque illi et successores sui bona fide præstent et perimpleant omnes conditiones et articulos quos testamenti mei executrix aut testamenti sui executor aut executores præscribent.

Conditiones autem atque articulos paulo ante mortem ipse præscripsit, et uxori Margaretæ tradidit, quæ eas confirmavit, et Johanni Caio custodi exhibuit in hanc sententiam.

Constituo unum socium in Collegio de Goneville et Caius perpetuo alendum, ex diocesi Norwicensi oriundum, per magistrum et majorem sociorum partem secundum statuta Collegii eligendum, ac eum sacerdotem ac theologiæ studiosum, qui pro me oret, ac sacris literis diligentem operam impendat: habeat in omnia vitæ necessaria pro stipendio octo marcas sine liberatura et distributionibus.

Ordino etiam ut idem meus socius pro opera quater annis singulis hæredi meo impendenda apud Haselingfelde in festis natalitiis, paschalibus, Pentecostes, et omnium Sanctorum, ac pro concionibus quater ibidem annis singulis in quadragesima, paschate, autumnno, et festo omnium Sanctorum (singulis videlicet temporibus singulis concionibus) pronunciandis, habeat quatuor marcas.

Volo item ut Collegium habeat quotannis in perpetuum decem solidos; in usus quoque extraordinarios x^s.

Ad postremum instituo ut viginti solidi distribuantur inter custodem et omnes socios tum præsentes pro exequiis annis singulis die meo anniversario celebrandis, si per leges licebit, aut pro alia commemoratione si illud non licebit, ita ut custos habeat viginti denarios, singuli socii presentes duodecim denarios, et quod superest impendatur in augmentum communis prandii aut cænæ in mensa communi eodem die. Vide plura fol. 77.

Dedit etiam Thomas Wendie libros viginti sex, videlicet.

Phavorinum	}	græcos	Pindarum	}	græcos
Suidam			Sophoclem		
Hysichium			Commentar. in Homerum		
Plutarch. in 2 vol.			Platonem		
Thucididem			Aristotelem, in 3 vol.		
Demosthenem			Hippocratem et		
Ulpianum in Demosth.	}	latinos	Dioscoridem	}	latinos.
Ptolomæi tabulas.			Platonem		
Euclidem			Aetium		
Thesaurum linguæ			Ruellium, et		
latinae, in 3 vol.			Plinium		

De propriis Collegii scholaribus.

1560

Si viginti uni nostrum et aliorum scholaribus adjungas Collegii duos studentes, promum et dispensatorem, (quos communibus sumptibus Collegium alit, exhibendo singulis viginti [p. 48] solidos in annos singulos, et in septimanas singulas quatuor denarios singulis) in universum viginti tres enumerabis. Ut autem in hunc modum ad literarum incrementa inutilis et ignavi superioris temporis promi salarium convertatur, per custodem consensu omnium sociorum constitutum est, anno 1560 mense Septembri.

1562

Edwardus Crome theologiæ doctor hujus Collegii olim socius, de quo libro primo, dedit novum testamentum græco-latinum, et in id annotationes etiam Erasmi Roterodami, munus pro opibus. Moriebatur jam octuagenarius Londini, 26 Junii anno Domini 1562, apud Sanctum Antonium, et sepultus apud

sanctam Mariam antiquiorem, quam Aldermary nominant, quorum ecclesiis præfuit.

1562

De proprio Collegii socio quem decimum socium ex opinione collegarum errore natum libro primo diximus, anno 1562.

Custodis et sociorum omnium consensu constitutus est, et Collegii socius nominatus est, salario secundum statuta secundi fundatoris, ordine sacerdos.

1563

Atque ita diximus de magistris sive custodibus, sociis et scholaribus omnibus, qui a Collegio condito ad hunc usque annum Domini 1563 (quantum scire licet) instituti sunt, indicavimusque fuisse custodes foundationis

Primæ

Johannem Colton de Tyrington.

Secundæ,

Eundem Joannem Colton,

Willelmum Rougham,

Richardum Pulham,

Willelmum Somersham,

Joannem Rikingle,

Thomam Atwoode,

Thomam Bulleyn,

Edmundum Shiref,

Henricum Costesey,

Joannem Barly,

Edmundum Stubbe,

Willelmum Buckenham,

Johannem Skippe,

Johannem Styrmyn, et

Thomam Bacon.

Tertiæ hactenus, duos,

Thomam Bacon, et

Joannem Caium.

Socios item prioris foundationis, novem,

Primorum fundatorum, tres,

Mariæ de Pakenham, unum,

Stephani Smyth, unum,

Elizabeth Clere, unum,

Annæ Scrope, unum,

Willelmi Willowes unum, et

Joannis Bayly, unum.

Posterioris hactenus, quinque,

Caii fundatoris, tres,

Collegii, unum, et

Thomæ Wendie, unum.

Scholares demum veteris foundationis, novem,

Willelmi [Thomæ] Willowes, unum,

Willelmi Gale, unum,

Willelmi Sigo, unum,

Thomæ Alkyn, tres, et

Petri Hewet, tres.

[p. 49] Novæ et postremæ hactenus, quatuordecim.

Caii fundatoris duodecim,

Collegii duos.

Ita fuerunt custodes hujus Collegii hucusque persona sedecim, numero decem et octo. Sunt socii quatuordecim, scholares viginti tres. Sed et illud obiter admonendum, cum per ambitum hujus operis subinde dicimus gesta esse quædam nostro tempore, scire licet id fuisse inter duodecimum Septembris Anno Domini 1529, quo primum literarum gratia Cantabrigiam venimus, et vicesimum nonum Septembris anno 1545, quo discessimus, spatio videlicet annorum sedecim. Neque id prætereundum est ad cætera intelligenda, electum me hujus Collegii socium sexto Decembris anno 1533, et socium perstitisse, ad extremum usque diem jam ante commemoratum, annos scilicet tredecim.

Æque et illud quoque ex precedentibus intelligitur, tres tantum esse fundatores,

Edmundum Goneville

Willelmum Bateman, et

Joannem Caium.

} et eos omnes Norfolcienses.

Ex quibus Edmundus Goneville Norfolciæ, Willelmus Bate-
man Nordovici, et Johannes Caius Norwici quoque natus est,
anno Domini 1510, sexto Octobris.

1563

Primo Junii Anno Domini 1563, et reginæ Elizabethæ
quinto, Collegium Sanctæ Trinitatis se obligavit Collegio nostro
in ducentis marcis argenti se per magistrum suum intra menses
quatuor daturos Collegio nostro per chartam suam indentatam
in feodo simplici sine conditione quatuor sua tenementa, posita
in parochia Sancti Michaelis in Cantabrigia ex opposito cœmi-
terio ejusdem Ecclesiæ, annuo redditu 6^{li} 13^s 4^d, solvendorum
in festo paschæ et Sancti Michaelis in Collegio suo postquam
Collegium nostrum obtinuerit a regia majestate potestatem ut
idem Collegium Sanctæ Trinitatis alienare possit nostro eadem
tenementa, et recipere dono aut emptione ad manum mortuam
a quocunque possessiones sibi et successoribus suis annui red-
ditus 6^{li} 13^s 4^d, sed his conditionibus ut inhabitantes quiete
fruantur jure suo, nisi de eodem cedere ex pacto velint, ut
iidem decimas solvant ecclesiæ Sancti Michaelis, tantisper dum
per eos habitatio est, postea vero ut nos decem solidos annuatim
solvamus, usque dum conjuncta fuerit ecclesia Sancti Michaelis
alteri cuicunque ecclesiæ. Hæc acta sunt perquirente Joanne
Caio et sumptus faciente.

1563

Libro primo, et Anno Domini 1556, inter benefactores nostri
Collegii reverendum patrem Nicolaum Shaxton, Sarum Epi-
scopum enumeravimus, quod viginti libras inter alia Collegio
dederat, quibus prædia emamus annui redditus viginti solidorum
ad alendum focum in festis natalitiis et aliis per hyemem,
in aula aut conclavi nostri Collegii. Quam pecuniam etsi
exhaustam inutilitate prædecessoris nostri et sociorum seniorum
ejus temporis restitui curavimus nostro tempore, et ea (additis
aliis viginti una libris nostri Collegii) viginti octo acras terræ
in Steplemourden in comitatu Cantabrigiæ aliis ibidem nostris
possessionibus vicinas, a Jo. Sherman de Litlyngton in eodem
comitatu comparavimus sexto Julii anno Domini 1563, et regni

reginæ Elizabethæ quinto, annui redditus quadraginta solidorum ultra redditus resolutos vj^s 1^d. Quorum viginti assignavimus foco natalitio commemorato, reliquos Collegio in proprios et privatos usus.

1563

Henricus Holand socius et artium magister sua liberalitate extruxit ex albo lapide, una cum ferramentis et vitro, fenestram cubiculi sui meridionalem, ad levam scalarum in bibliothecam septentrionalem ascendentium positi, anno Domini 1563, mense Octobri, impensis quinque librarum duorum solidorum et sex denariorum.

1564

Dominus Humfridus Byshby, juris civilis doctor, et hujus Collegii pensionarius, sua munificentia ædificavit ex albo lapide ferro et vitro fenestram extremi cubiculi versus orientem lateris Collegii veteris borealis, impensis quinque libris, mense Martio anno salutis humanæ millesimo quingentesimo sexagesimo quarto.

[p. 50]

1563

Joanna Trappes vidua et generosa ex parochia Sancti Leonardi in vico Sancti Vedasti Londini nuper uxor Roberti Trappes aurificis et armigeri ex testamento 28 Octobris anno Domini 1563 condito, legavit Collegio nostro de Goneville et Caius nobis suadentibus fundos annui redditus undecim librarum sex solidorum et octo denariorum ad scholasticos quatuor suo et mariti nomine perpetuo alendos, sic ut scholares singuli quatuor marcas argenti quotannis in stipendium habeant, Collegium, tredecim solidos et quatuor denarios, in usus extraordinarios, atque ad curam bonæ educationis suorum scholasticorum, et sic ne loca eorum vacent amplius uno mense: utque scholares sui filii sint pauperum qui suis impensis suos educare nequeunt, ut ex eodem testamento scire licet. Moriebatur 16 Februarii anno Domini 1563, secundum computationem Ecclesiæ Anglicanæ, et sepulta est in ecclesia Sancti Leonardi Londini juxta maritum. Cujus fundi positi sunt in [blank].

1564

Joannes Caius gratia domini Nicolai Bacon Suffolciensis custodis magni sigilli Angliæ et Gulielmi Cecilii secretarii regii singularium amicorum, a serenissima Angliæ regina Elizabetha gratis obtinuit potestatem ut Collegium Sanctæ et individuæ Trinitatis alienaret Collegio de Goneville et Caius quatuor illa sua tenementa in parochia Sancti Michaelis in Cantabrigia ex opposito ecclesiæ et cœmeterio ejusdem; atque ut idem Collegium Gonevilli et Caii eadem possit recipere. Obtinuit etiam mortisationem centum marcarum eidem Collegio de Goneville et Caius; duo corpora humana, ut ex iis annuatim duæ fiant anatomiæ; utque ipse quiete fruatur sine impedimento provisorum dominæ reginæ omnibus quæ ad ædificationem Collegii sui acquisiverit et acquiret. Demum obtinuit mortisationem sex librarum tredecim solidorum et quatuor denariorum Collegio Sanctæ et individuæ Trinitatis quam ex pacto pro tenementis quatuor debuit, ac sibi potestatem ut omnes tenentes firmarii et famuli sui ac sui Collegii, currus item eorum et cætera ad vecturam pertinentia immunes sint a potestate cujuscunque provisorum aut officiariorum dominæ reginæ, utque omnes artifices et operarii sui intendentes ædificationem Collegii sui, ab eadem potestate liberi sint ad quinque annos a primo die Augusti anno regni predictæ reginæ sexto, et anno Domini 1564, quo die et anno concessa hæc omnia sunt ut ex sequentibus liquabit.

Licentia dominæ Reginæ pro iiii tenementis, etc.

Elizabeth dei gratia Angliæ Franciæ et Hiberniæ regina fidei defensor etc. Omnibus ad quos presentes literæ pervenerint salutem. Sciatis quod ex parte dilectorum nobis in Christo magistri sociorum et scholarium Collegii Sanctæ et individuæ Trinitatis infra villam et universitatem Cantabrigiæ ex fundatione regis Henrici octavi nuper regis Angliæ patris nostri præcharissimi nobis existit insinuatum quod cum ipsi ut in jure Collegii predicti seisisi sunt de et in quatuor tenementis cum pertinentiis insimul situatis jacentibus et existentibus in parochia Sancti Michaelis in Cantabrigia ex

opposito ecclesiæ et cæmeterio ejusdem parochiæ quorum primum vocatum Ansels nuper fuit in tenura sive occupatione Willelmi Ball jam defuncti, secundum in tenura sive occupatione Thomæ Houghton, tertium in tenura sive occupatione [p. 51] Johannæ Talbot viduæ, et quartum in tenura sive occupatione Andreæ Smyth, quod jacet juxta tenementum Roberti Lane pistoris. Quæ quidem tenementa situantur jacent et existunt inter venellam vocatam Michael lane ex parte boreali, et tenementum Roberti Lane predicti ex parte australi, et abuttant versus orientem super regiam viam sive altam stratam ibidem, et versus occidentem super gardinum et pomarium Collegii de Goneville et Caius fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ. Cumque etiam magister socii et scholares predicti Collegii Sanctæ et individue Trinitatis juxta formam et effectum quarundam conventionum et agreamentorum specificatorum in quibusdam indenturis gerentibus datam primo die Junii anno regni nostri quinto factis inter ipsos magistrum socios et scholares ejusdem Collegii Sanctæ et individue Trinitatis ex una parte et magistrum sive custodem et socios predicti Collegii de Goneville et Caius ex altera parte in voluntate existunt et intendunt dare et concedere predicta quatuor tenementa ac cætera premissa cum suis pertinentiis magistro sive custodi ac sociis predicti Collegii de Goneville et Caius et successoribus suis imperpetuum per quoddam scriptum indentatum inter ipsos magistrum socios et scholares predicti Collegii Sanctæ et individue Trinitatis ex una parte et predictos magistrum sive custodem et socios predicti Collegii de Goneville et Caius conficiendum, Tenenda de nobis hæredibus et successoribus nostris ut de manerio nostro de Eastgrenewich in comitatu Cantie in libero socagio videlicet per fidelitatem tantum et non in capite pro omnibus redditibus servitiis exactionibus et demandis quibuscunque nobis hæredibus aut successoribus nostris proinde quoquomodo reddendis solvendis seu faciendis, Ac reddendas et solvendas eisdem magistro sociis et scholaribus predicti Collegii Sanctæ et individue Trinitatis et eorum successoribus imperpetuum pro predictis quatuor tenementis et cæteris premissis cum suis pertinentiis sex libras tredecim

solidos et quatuor denarios legalis monetæ Angliæ ad festa Sancti Michaelis Archangeli et Paschæ æquis portionibus annuatim solvendos infra precinctum predicti Collegii Sanctæ et individuæ Trinitatis ad manus receptoris vel unius thesaurariorum ibidem pro tempore existentium, cum clausula distractionis in eodem scripto indentato sic conficiendo continenda et specificanda videlicet quod si contingat predictum redditum sex librarum tredecim solidorum et quatuor denariorum a retro fore et non solutum in parte vel in toto post aliquod predictorum festorum Paschæ et Sancti Michaelis Archangeli quo ut prefertur solvi debeat, per spatium quadraginta dierum si debite petatur ad vel infra precinctum predicti Collegii sanctæ et individuæ Trinitatis predictæ, quod ex tunc bene licebit prefatis magistro sociis et scholaribus predicti Collegii Sanctæ et individuæ Trinitatis pro tempore existentibus et successoribus suis in predicta messuagia ac cætera premissa aut in manerium de Roughton in comitatu Norfolciæ aut in aliquod aliud maneriorum terrarum et tenementorum predictorum magistri sive custodis et sociorum predicti Collegii de Goneville et Caius et successorum suorum infra regnum Angliæ, modo non existentium infra scitum Collegii de Goneville et Caius predicti nec alicujus parcellæ ejusdem scitus, intrare et distringere, et distractiones sic ibidem captas licite abducere effugare imparcare et penes se retinere quousque de predicto redditu sex librarum tredecim solidorum et quatuor denariorum una cum omnibus [p. 52] inde arreragiis (si quæ fuerint) plenarie fuerint satisfacti. Quæ quidem donum et concessio tenementorum predictorum ac cæterorum premissorum quia minus fieri et debite exequi possunt sine licentia nostra regia in ea parte primitus concessa et obtenta, Nos non modo supplicationi dilecti nobis Joannis Caius in medicinis doctoris unius fundatorum predicti Collegii de Goneville et Caius ac modo magistri sive custodis ejusdem Collegii nobis pro licentia nostra regia in hac parte concedenda gratiose annuentes verum etiam optimam ejusdem Joannis Caius intentionem in bonarum literarum progressum incrementum numeri sociorum scholarium et ædificiorum Collegii predicti ad honorem Dei et regni nostri decus atque commodum intelligentes, de gratia nostra speciali

ac ex certa scientia et mero motu nostris concessimus et licentiam dedimus ac pro nobis hæredibus et successoribus nostris quantum in nobis est per presentes concedimus et licentiam damus magistro sociis et scholaribus predicti Collegii Sanctæ et individue Trinitatis et successoribus suis, quod ipsi iidem magister socii et scholares et successores sui dare possint et concedere vendere et alienare magistro sive custodi et sociis predicti Collegii de Goneville et Caius et successoribus suis imperpetuum predicta quatuor tenementa cum curtilagiis shopis domibus hortis gardinis pomariis et cæteris pertinentiis suis universis, **Habenda et Tenenda** eisdem magistro sive custodi et sociis predicti Collegii de Goneville et Caius et successoribus suis imperpetuum de nobis hæredibus et successoribus nostris ut de manerio nostro de Eastgrenewiche in comitatu nostro Kantie in libero socagio per fidelitatem tantum et non in capite pro omnibus redditibus servitiis exactionibus et demandis quibuscunque, **Ac reddendos** prefatis magistro sociis et scholaribus predicti Collegii Sanctæ et individue Trinitatis et successoribus suis sex libras tredecim solidos et quatuor denarios legalis monetæ Angliæ annuatim ad festa Paschæ et Sancti Michaelis Archangeli æquis portionibus solvendos cum predicta clausula destructionis pro non solutione ejusdem modo et forma superius specificata in eodem scripto ac juxta formam et effectum predictæ indenturæ, **Habenda et tenenda** predicta quatuor tenementa cum pertinentiis licet eadem quatuor tenementa cum pertinentiis teneantur sive eorum aliquod seu aliqua pars inde teneatur vel teneantur de nobis in libera elemosina, qualitercunque seu in capite aut aliter quocunque modo. **Dedimus etiam** et concessimus ac pro nobis hæredibus et successoribus nostris per presentes damus et concedimus licentiam et facultatem specialem magistro sive custodi et sociis predicti Collegii de Goneville et Caius quod ipsi omnia predicta quatuor tenementa ac cætera premissa cum pertinentiis a præfatis magistro sociis et scholaribus Collegii Sanctæ et individue Trinitatis predicti recipere possint et tenere sibi et successoribus suis, de nobis hæredibus et successoribus nostris, per predicta servitia socagii et fidelitatis tantum in his literis nostris patentibus superius specificatis et non per aliquod aliud servitium sive

aliqua alia servitia quæcunque reddendo annuatim magistro sociis et scholaribus Collegii Sanctæ et individuæ Trinitatis predicti et successoribus suis sex libras tredecim solidos et quatuor denarios ut predictum est, Ac prefatis magistro sociis et scholaribus Collegii Sanctæ et individuæ Trinitatis predicti et successoribus suis quod ipsi et successores sui super predictum [p. 53] donum et concessionem per ipsos magistro sive custodi et sociis predicti Collegii de Goneville et Caius et successoribus suis de predictis quatuor tenementis ac cæteris premissis cum pertinentiis in forma predicta fiendum reservent et reservare possint sibi et successoribus suis redditum superius specificatum cum clausula districtionis in forma predicta tenore presentium, Similiter licentiam dedimus ac pro nobis hæredibus et successoribus nostris damus specialem per presentes statuto de terris et tenementis in manum mortuam non ponendis seu aliquo alio statuto provisione lege seu re quacunque in aliquo non obstante. **Et Alterius** de uberiori gratia nostra speciali concessimus ac pro nobis hæredibus et successoribus nostris per presentes concedimus et licentiam damus specialem quantum in nobis est quibuscunque subditis et ligeis nostris ac hæredum et successorum nostrorum quod ipsi sive eorum aliquis vel aliqui maneria terras tenementa redditus reversiones servitias rectorias pensiones portiones annuitates et advocaciones ecclesiarum ac omnia alia hereditamenta et possessiones quascunque, tam spiritualia quam temporalia, ad clarum annum valorem sexaginta sex librarum tredecim solidorum et quatuor denariorum per annum ultra omnia onera et reprisas tam de feodo suo proprio quam alieno, modo de nobis non teneantur in capite, prefatis magistro sive custodi et sociis predicti Collegii de Goneville et Caius pro tempore existentibus et successoribus suis pro meliori manutentione et sustentatione Collegii predicti dare concedere assignare vendere et legare possint et valeant, **Habenda tenenda et gaudenda** eisdem magistro sive custodi et sociis Collegii de Goneville et Caius predicti et successoribus suis imperpetuum de nobis hæredibus et successoribus nostris in libero socagio per fidelitatem tantum et non in capite ut de manerio nostro de Eastgrenewich in comitatu Kantie pro omnibus redditibus servitiis exactionibus et demandis quibus-

cunque, Et eisdem magistro sive custodi et sociis et successoribus suis, quod ipsi maneria terras tenementa redditus reversiones servitia rectorias pensiones portiones annuitates ac omnia et omnimoda alia hæreditamenta et possessiones quæcunque tam spiritualia quam temporalia ad predictum valorem sexaginta sex librarum tredecim solidorum et quatuor denariorum per annum, ultra omnia onera et reprisas a quibuscunque subditis et ligeis nostris ac hæredum et successorum nostrorum, ea eis dare concedere assignare vendere et legare volentibus recipere possunt acquirere ac tenere sibi et successoribus suis imperpetuum, tenenda per fidelitatem tantum sicut predictum est tenore presentium, Similiter licentiam damus et concedimus specialem statuto de terris et tenementis ad manum mortuam non ponendis aut aliquo alio statuto actu ordinatione provisione sive restrictione inde in contrario facto edito ordinato seu proviso aut aliqua alia re causa vel materia quacunque in aliquo non obstante. Et hoc absque aliqua inquisitione sive aliquibus inquisitionibus inde pretextu alicujus brevis seu mandati nostri vel aliquorum brevium seu mandatorum nostrorum aut hæredum vel successorum nostrorum de ad quod damnum seu alicujus alterius brevis concessionis mandati seu præcepti nostri aut hæredum vel successorum nostrorum in hac parte quoquo modo fiendi prosequendi seu capiendi ac in Cancellariam nostram aut hæredum vel successorum nostrorum seu alibi returnandi, Et absque aliquibus aliis literis nostris patentibus sive warrantis nostris aut hæredum vel successorum nostrorum de in sive pro premissis seu aliquo premissorum quovismodo impetrandis habendis sive fiendis, aliquibus statutis actibus sive ordina-

[p. 54] tionibus inde in contrario factis editis sive ordinatis in aliquo non obstante. Nolentes quod predicti magister sive custos et socii predicti Collegii de Goneville et Caius vel eorum successores qui pro tempore fuerint aut aliqui subditi sive ligei nostri aut hæredum vel successorum nostrorum ratione seu occasione premissorum vel eorum alicujus per nos hæredes vel successores nostros aut per justiciarios escaetores vicecomites aut alios ballivos seu ministros nostros aut hæredum vel successorum nostrorum quoscunque nullo modo impetantur vexentur inquietentur molestentur in aliquo seu graventur, nec eorum

aliquis impetatur vexetur inquietetur molestetur in aliquo seu gravetur. **Concedimus præterea** pro nobis hæredibus et successoribus nostris per presentes prefatis magistro sive custodi et sociis Collegii de Goneville et Caius predicti quod ipsi et successores sui vel eorum assignati habeant et accipiant annuatim imperpetuum ad discretionem libertatem et voluntatem suam sine contradictione alicujus duo corpora humana ad anatomizandum jure publico hujus regni furti aut homicidii condemnata atque mortua in villa Cantabrigiæ vel castello ibidem aut alibi ubicunque in comitatu Cantabrigiæ, Et quod licebit eisdem magistro sive custodi atque sociis et successoribus suis et aliis quibuscunque eorum assignatis medicinæ professoribus seu expertis eadem corpora secare dividere et aliter pro voluntate et judicio suo cum ea reverentia quæ humanæ carni debita est tractare ad incrementum cognitionis medicinæ experimentum ejusdem et ad salutem ligeorum nostrorum sine impedimento nostri hæredum et successorum nostrorum et officiariorum nostrorum quorumcunque aut subditorum et hoc absque ulla pecuniarum summa vel summis pro eisdem solvenda vel solvendis cuicunque, Salva nobis hæredibus et successoribus nostris potestate revocandi presentem concessionem nostram pro predictis duobus corporibus humanis cum nobis hæredibus vel successoribus nostris visum fuerit vel placuerit. **Et Alterius** concedimus prefato Johanni Caius et assignatis suis quod habeant atque gaudeant quiete libere et pacifice de tempore in tempus omnia ligna meremia ferra lateres coctos atque lapides et omnia alia et singula quæ ad ædificationem Collegii sui sine dolo acquisivit et acquiret acquisiverint et acquirent sine interruptione et impedimento provisorum emptorum seu captorum nostrorum hæredum et successorum nostrorum et aliorum officiariorum ministrorum seu subditorum nostrorum quorumcunque. **Et Alterius** bonum propositum et intentionem prefati Johannis Caius in premissis graciose considerantes volumus et per presentes concedimus prefatis magistro sive custodi et sociis Collegii de Goneville et Caius predicti quod habeant et habebunt has literas nostras patentes de omnibus et singulis premissis supradictis sub magno sigillo nostro Angliæ debito modo factas et sigillatas absque fine seu feodo magno vel parvo

nobis in hanaperio nostro seu alibi ad usum nostrum proinde quoquo modo reddendo solvendo vel faciendo. **Et hæc literæ** nostræ patentes erunt tam custodi magni sigilli nostri quam clerico hanaperii Cancellariæ nostræ pro tempore existenti et eorum deputato sive deputatis ibidem sufficiens warrantum et exoneratio in hac parte pro deliberatione earundem literarum patentium absque fine seu feodo aliquali pro eisdem ad usum nostrum aliquid reddendo solvendo seu faciendo. Eoque expressa mentio de vero valore annuo aut de certitudine premisorum sive eorum alicujus aut de aliis donis sive concessionibus per nos vel per aliquem progenitorum sive predecessorum nostrorum prefatis magistro sive custodi et sociis Collegii de Goneville et Caius predicti ante hæc tempora factis in presentibus minime factis existit aliquo statuto actu ordinatione provisione proclamatione sive restrictione inde in contrario facto edito ordinato sive proviso aut aliqua alia re causa vel materia quacunque in aliquo non obstantibus. In cujus rei testimonium has literas nostras fieri fecimus patentes. Teste meipsa apud Westmonasterium primo die Augusti anno regni nostri sexto. per ipsam reginam et de data predicta autoritate Parliamenti.

Marten.

Mortizatio vi^{ti} xiii^s iiii^d Collegio Sanctæ Trinitatis.

Elizabeth dei gratia Angliæ Franciæ et Hiberniæ regina, fidei defensor, etc. Omnibus ad quos presentes literæ pervenerint salutem. Sciatis quod nos de gratia nostra speciali, ac ex certa scientia et mero motu nostris necnon ad humilem supplicationem dilecti subditi nostri Johannis Caius in medicinis doctoris concessimus et licentiam dedimus ac pro nobis hæredibus et successoribus nostris per presentes concedimus et licentiam damus simul et facultatem ac potestatem specialem quibuscunque subditis ac ligeis nostris ac hæredum et successorum nostrorum quod ipsi vel eorum aliquis seu aliqui maneria rectorias terras tenementa decimas redditus reventiones servitia ac alias possessiones seu reventiones vel hereditamenta quæcunque ad annum valorem sex librarum tredecim solidorum et quatuor denariorum ubicunque infra regnum nostrum Angliæ modo de nobis hæredibus vel successoribus

nostris non teneantur in capite dare possint et concedere vendere et alienare et legare magistro sociis et scholaribus Collegii Sanctæ et individuae Trinitatis infra villam et universitatem Cantabrigiæ ex fundatione regis Henrici octavi patris nostri præcharissimi et successoribus suis imperpetuum, Et eisdem magistro sociis et scholaribus Collegii Sanctæ et individuae Trinitatis predicti et successoribus suis quod ipsi hujusmodi maneria rectorias terras tenementa decimas redditus reventiones servitia possessiones et hæreditamenta ad annum valorem predictum de quibuscunque subditis seu ligeis nostris aut hæredum vel successorum nostrorum habere recipere emere et perquirere possint et valeant, ~~Habenda~~ et tenenda sibi et successoribus suis imperpetuum tenore presentium similiter licentiam dedimus, ac pro nobis hæredibus et successoribus nostris damus specialem per presentes, Et hoc absque aliquo brevi seu aliquibus brevibus de ad quod damnum aut aliqua inquisitione warranto vel alio brevi quocunque ea occasione ullo modo proseguendo fiendo capiendo retornando seu recordando, statuto aliquo de terris et tenementis ad manum mortuam non ponendis edito aut aliquo alio statuto actu ordinatione provisione seu restrictione inde in contrario facto edito ordinato sive proviso in aliquo non obstante. Nolentes quod prefati magister socii et scholares predicti Collegii Sanctæ et individuae Trinitatis vel successores sui vel aliqui subditi seu ligei nostri aut hæredum seu successorum nostrorum quicunque per nos hæredes vel successores nostros aut per justiciarios escaetores vicecomites ballivos aut alios officarios ministros seu subditos nostros aut hæredum vel successorum nostrorum quoscunque ratione premissorum sive eorum alicujus aliquibus futuris temporibus occasionentur molestentur impetantur vexentur in aliquo seu graventur nec eorum aliquis occasionetur molestetur impetatur vexetur in aliquo seu gravetur, Eo quod expressa mentio de vero valore annuo aut de certitudine premissorum sive eorum alicujus aut de aliis donis sive concessionibus per nos vel per aliquem progenitorum nostrorum prefatis magistro sociis et scholaribus Collegii Sanctæ et in-
[p. 56] dividuae Trinitatis predicti ante hæc tempora factis in presentibus minime factis existit, aliquo statuto actu ordinatione

provisione sive restrictione inde in contrario facto dicto ordinato sen proviso aut aliqua alia re causa vel materia quacunque in aliquo non obstante. In cujus rei testimonium has literas nostras fieri fecimus patentes. Teste meipsa apud Westmonasterium primo die Augusti anno regni nostri sexto.

per ipsam reginam, etc. Marten.

Commission

Elizabeth by the Grace of God Quene of Englande France and Irelande defender of the fayth, etc. To all and singular our Justices of peace mayers sheriffes bailiffes constables hedboroughes and all other our officers mynysters and subjects to whom these presents shall come gretyng. ~~Whereas~~ we are gyven to understand that our loving subject John Caius in our universitie of Cambrige doctor in phisik entendeth with expedition to buyld up and fynishe the Colledge of Goneville and Caius in our universitie of Cambrige, for which purpose he hath prepared tymber stonne lyme bricke slate leade and other necessities, and more entendeth to prepare as for the sayd worke and buyldinge are requysyte, mynding his furtherance in that behalf, and to take away suche occasions as may seme to be a lette unto the same, We have ordeyned and by these presents for us our heires and successors do gyve speciall charge and commandment that no manner of tymber stonne or other the premisses, nor any workeman or laborer hired or to be reteyned in the said worke, nor any cart cariage horses or other thing whatsoever appoynted and provided for the same, nor the tenantes servants or fermors of the said College, or their servants, nor any of their provisions for cariage be in any wise taken or withdrawne from them attending the said workes by any of our officers or servants nor any other; but that suche carts cariages horses tenants and other the premisses together with workemen and laborers to remayn and continew in the said workes so longe as they shalbe hyred or appoynted in the same. And all other the provisions and necessities above mencyoned provided for the causes aforesayd to be free from all and every our purveyours and servants duryng the space of the yeares hereafter followyng, if the said College

shalbe so longe in buylding, any thyng to the contrary notwithstandinge. And therefore wee will and command you and every of you to be ayding helping and assisting the sayd doctor Caius and all others for him travelinge about the accomlisshement and expedition of the sayd workes and buyldinges, As ye and every of yow tender our pleasure, and will answeare to the contrarie. And our pleasure and commandment ys that this our speciall licence and graunte shalbe good and continue during fyve yeres next ensuyng the date hereof. In witness whereof wee have caused these our letters to be made patents. Witness our self at Westminster the first day of August the sixt yere of our reigne.

per ipsam reginam, etc. Marten.

1564

Sumptibus Johannis Caii acquisita sunt a Collegio Sanctæ Trinitatis quatuor tenementa vocata Ansells, Houghtons, Talbots, et Smythes alias Arma Regis, in parochia Sancti Michaelis, conditionibus in indenturis atque carta consequentibus memoratis.

[p. 57]

Indentura quatuor tenementorum in parochia Sancti Michaelis in Cantabrigia.

This Indenture made the firste day of June in the fyfte yere of the reigne of oure soveraigne Lady Elizabeth, by the grace of God quene of England France and Ireland, defender of the fayth, etc., Betwene the M^r fellowes and scholers of the College of the holy and indyvided Trynytie within the towne and universytie of Cambrige of the foundation of Kynge Henry the eight of the one partie, and the M^r or keaper and the fellowes of the College of Goneville and Caius founded in the honor of the annunciation of blessed Mary the virgin in the universytie of Cambrige of the other partie, ~~W~~**W**itnessith that it is covenanted granted condescended and agreed betwene the said parties, and either of the said parties for them and their successors covenanteth and granteth to and with the other of them their successors and assignes by these presents in maner and forme following, that ys to say, the said M^r fellowes and

scholers of the said College of the holy and indyvided Trynytie doe covenant and grant for them and their successors to and with the said M^r or keeper and fellowes of the said College of Gonevill and Caius and their successors and assignes by these presents, that if the said M^r or keeper and fellowes of the said College of Goneville and Caius or their successors shall obteyne of our saide sovereign lady the quene her heires or successors one sufficient licence in the lawe for the autorising of lands tenements and other hereditaments of the yerely valewe of sixe pounds thirtene shillings and fower pence to the said M^r fellowes and scholers of the same College of the holy and indyvided Trynytie, and one other licence that the said M^r fellowes and scholers of the said College of the holy and indyvyded Trinitie or their successors shall and may give grant and alienne to the said M^r or keper and fellowes of the said College of Goneville and Caius and to their successors for ever in fee symple fower messuages or tenements with the curtelages ortesyerdes and gardens to the same belonging with thapper-tenaunces seyтуate and being in the parishe of S^t Michael in Cambrige aforesaid over agaynst the churche and churcheyrd of the same parishe betwene the lane called Michaell lane of the northe and the tenement of Robert Lane baker of the south, and abuttinge upon the kings high way or high streate there on the easte, and the gardeynes and ortesyerdes belonging to Gonevill and Caius College aforesaid on the west (of the which fower messuages or tenements the one called Ansels was lately in the tenure and occupacion of William Ball nowe deceased, one other in the tenure and occupacion of Thomas Houghton, one other in the tenure or occupacion of Johan Talbot widowe, and the fourth in the tenure or occupacion of Andrewe Smyth), **To be holden** of our sovereign lady the quene her heyres and successors for ever as of her manor of Easte-Grenewiche in the countie of Kent by fealtie onely and not in chiefe for all manner of rents services exactions and demaunds, **And that** by the same licence the same M^r fellowes and scholers of the said College of the holy and indyvyded Trynytie upon their said alienation gift and graunt so to be made, may reserve for the same fower messuages or tenements and other the premisses

[p. 58] with their appurtenaunces unto the said M^r fellowes and scholers of the sayd College of the holy and indyvdyed Trynytie and to their successors for ever sixe pounds thirtene shillings fower pence of lawfull mony of England payable at the feasts of Easter and S^t Michael tharchangell by even portiones, with a clause of dystresse to be also specyfyed in the same licence, that if it shall happen the same rent of syxe pounds thirtene shillings and fower pence to be behinde unpayde in parte or in all by the space of fourtie daies next after any of the said feasts in the which the same ought to be payde and being lawfullie demaunded, that then yt shalbe lawfull to the said M^r fellowes and scholers of the said College of the holy and indyvdyed Trynytie and to their successors into all the said fower messuages tenements and other the premisses with their appurtenaunces and into the manor of Roughton with thappurtenaunces in the county of Norfolk and into all other the manors lands and tenements of the sayd M^r or keper and fellowes of the sayd College of Goneville and Caius with their appurtenaunces, not being nowe within the scyte of the same College of Goneville and Caius nor any parcell of the scyte thereof, to enter and distreyn, and the same dystresse there so taken to leade dryve and carry awaye and with them to reteyne untill the said rent of syxe pounds thirtene shillings and fower pence aforesaid with the arrerages thereof if any shall happen to be, shall unto them be fully satisfied contented and payd, **That then** the said M^r fellowes and schollers of the sayd College of the holy and indyvdyed Trinitie or their successors within sixtene wekes next after suche licence had and obtayned upon reasonable request by the M^r or keper of the sayd College of Goneville and Caius for the tyme being or his assigne or assignes made to the M^r of the sayd College of the holy and indyvdyed Trynytie for the tyme being, by one dede indented sufficient in the lawe to be made betwene the same M^r fellowes and scholers of the said College of the holy and indyvdyed Trynytie of the one parte and the said M^r or keper and fellowes of the said College of Goneville and Caius on the other partie, at the onely costes and charges of the same M^r or keper and fellowes of the same College of Goneville and

Caius, shall and wyll geve graunt and assure the sayd fower messuages or tenements and other the premisses with their appurtenaunces in the sayd parishe of S^t Michael, together with all the evidences perteyning to the same only, and thereof make or cause to be made a good and sufficient estate and assurance in the lawe in fee simple withowt condicion unto the M^r or keper and fellowes of the sayd College of Goneville and Caius for the tyme being and to their successors for ever according to the purporte tenore and effect of the sayd licence, **To have and to hold** to them and to their successors for ever of our sayd soveraigne lady the quene her heyres and successors as of her said manor of Eastgrenewiche by the service only before mencyoned, yeldyng and payeng yerely for or owt of [p. 59] the same fower messuages or tenements and other the premisses with their appurtenaunces in the said parishe of S^t Michael unto the sayd M^r fellowes and scholers of the sayd College of the holy and indyvyded Trinitie and to their successors for ever syxe pounds thirtene shillings and fower pence of lawfull mony of England at the feaste of Easter and S^t Michael tharchangell by even porcions within the scyte and precyncte of the said College of the holy and indyvyded Trynytie to the hands of the receyver or any of the bursers there for the tyme beinge with one clause of dystresse to be also conteyned in the sayd dede indented, that yf yt shall happen the sayd rente of syxe poundes thirtene shillings and fower pence to be behind unpayd in parte or in all by the space of fourtie dayes next after any of the sayd feasts in the which the same ought to be payd and being lawfully demanded at or in the sayd College of Goneville and Caius, that then yt shalbe lawfull to the sayd M^r fellowes and scholers of the sayd College of the holy and indyvyded Trynytie and to their successors into all the sayd fower messuages tenements and other the premisses with their appurtenaunces and into the sayd manor of Roughton with the appurtenaunces in the sayd countye of Norfolk and into every other of the manors lands and tenements of the sayd M^r or keper and fellowes of the sayd College of Goneville and Caius with their appurtenaunces, not being at this present tyme within the scyte of the same College of Goneville and

Caius, nor any parcell of the same scyte, to enter and dystreine, and the same distresse there so taken to leade dryve and cary away and with them to reteyne, untill the sayd rent of sixe pounds thirtene shillings and fower pens wyth the arrerages thereof (yf any shall happen to be) shall unto them be fullyc satisfied contented and payd. **And the said** M^r fellowes and scholers of the sayd College of the holy and indyvdyed Trynytie do covenant and graunt for them and their successors to and with the said M^r or keper and fellowes of the said College of Goneville and Caius and their successors by these presents, that they the said M^r fellowes and scholers of the said College of the holy and indyvdyed Trynytie or their successors shall at all and every tyme and tymes after lycence as is aforesaid obteyned, and estate made of the premisses, being in the parische of S^t Michael, within three yeres then next following upon reasonable request to be made to the M^r of the sayd College of the holy and indyvdyed Trynytie for the tyme being by the M^r or keper of the sayd College of Goneville and Caius for the tyme being or his assigne or assignes make do and suffer to be made or done all and every suche reasonable acte and actes thinge and thinges for the further and more better assurance of the said fower messuages or tenements and other the premisses with their appurtenaunces to the M^r or keper and fellowes of the said College of Gonevill and Caius and their [p. 60] successors for ever as shalbe advised or devysed by the learned councell in the lawe of the sayd M^r or keper and fellowes of the sayd College of Goneville and Caius or their successors, at the only costs and charges in the lawe of the sayd M^r or keper and fellowes of the sayd College of Goneville and Caius and their successors savyng alwayes and preservyng the sayd yerely rent of vi^{li} xiii^s iiiii^d to the sayd M^r fellowes and scholers of Trynyty College aforesayd in maner and effect as ys before expressed. And that the said M^r fellowes and scholers of the sayd College of the holy and indyvdyed Trynytie and their successors shall from tyme to tyme hereafter save and keape harmeles as well the M^r or keper and fellowes of the sayd College of Gonevill and Caius and their successors, as the said fower messuages or tenements and other the premisses

with their appurtenances, of for and concernyng all former sales bargaynes gyftes graunts rights titles uses wylls forfaytures and other encomberaunces and charges whatsoever they be, had made or done, or hereafter to be had made suffered or done at any tyme before the makyng of the said assuerance or conveyance of the sayd fower messuages or tenements with their appurtenaunces to be had and done as ys aforesayd by the M^r fellowes and scholers of the sayd College of the holy and indyvyded Trynytie or by their predecessors or successors (saving and except leases for terme of yeres of the sayd fower messuages or tenements with the appurtenaunces or any of them made and graunted before the death of William Byll doctor in dyvinitie late M^r of the said College of the holy and indyvyded Trynytie and suche reutes or dewties as shalbe demaunded hereafter by reason of the said tenements or any parcell thereof by the maior and bayliffes of Cambrige aforesaid). **And also** the said M^r or keper and fellowes of the sayd College of Goneville and Caius do coveuant and graunt for them and their successors by these presents to and with the said M^r fellowes and scholers of the sayd College of the holy and indyvyded Trynytie that the tenants of the sayd fower messuages or tenements with their appurtenaunces shall after suche estate and assurance made thereof as ys aforesayd quietly and peaceably enjoy all suche right and tytle for terme of yeres as they have by vertew of their said leases during their yeres and interest in the same so that they pay doe and performe to the said M^r or keper and fellowes of the sayd College of Gonevil and Caius and to their successors all suche rents covenants and things as they are charged with or ought to doe by vertew or by reason of their leases or interests in the same tenements and premisses in maner and forme as they and every of them shold or ought to doe to their lessors before the date hereof, except the sayd tenants or any of them shalbe otherwise compounded with. **And also** that the tenants and occupiers of the said fower messuages or tenements so long as the houses be inhabyted by the tenants shall yeld and pay to the parson of the churche of S^t Michael aforesaid all such tythes and other dewties spirituall for the sayd fower messuages or tenements as of right ought or hath ben accustomed to be payd for the same

without any lette or impediment of the M^r or keper and fellowes of the said College of Goneville and Caius or their successors. [p. 61] And that after the sayd fower messuages or tenements shalbe all pulled downe or brought to be within the precinct and scyte of the sayd College of Gonville and Caius, or converted to the proper use and occupacion of the sayd College of Goneville and Caius, that then the M^r or keper and fellowes of the same College and their successors shall well and truly content satisfie and paye or cause to be contented satisfied and payed yerely from tyme to tyme unto the person of the said church of S^t Michael ten shillings in the name of the sayd tythes and other sayd duties to be payd for the same fower messuages or tenements with the appurtenaunces untill suche tyme as the sayd parishe of S^t Michael be unyted to some other parishe, and then the payment of the said x^s to ceasse. And yf any one twoe or thre of the sayd fower messuages or tenements only shall at any tyme hereafter fortune to be pulled downe or brought to be within the precyncte and scyte of the sayd College of Goneville and Caius or converted to the proper use and occupacion of the sayd College that then the M^r or keper and fellowes of the same College and their successors shall well and truly contente satisfie and paye or cause to be contented satisfied and payd yerely from tyme to tyme unto the person of the said church of S^t Michael for every of the said fower tenements so pulled downe or converted to their proper use and occupation in forme followyng, that is to saye for Ansels three shillings, for Johan Talbots thre shillings, for Houghtons twentie pens, and for Smythes twoe shillings and fower pens, for and in the name of the tythes and other duties to the said church, untill suche tyme as the said parishe of S^t Michael be unyted unto some other parishe and then the paymente of suche summes of mony to ceasse. **In witnes** whereof the parties abovenamed have interchaungeably sette to their common scales the day and yere above wrytten.

Obligatio ejusdem Indenture.

Noverint universi per presentes nos magistrum socios et scholares Collegii sanctæ et individuae Trinitatis infra villam et universitatem Cantabrigiæ ex fundatione regis Henrici Octavi

teneri et firmiter obligari magistro sive custodi et sociis Collegii de Goneville et Caius fundati in honorem annunciationis beatae Mariæ virginis in universitate Cantabrigiæ inducentis marci legalis monetae Angliæ solvendis eisdem magistro sive custodi et sociis Collegii de Goneville et Caius predicti aut successoribus suis in festo Nativitatis Sancti Johannis Baptistæ proximo futuro post datam presentium. Ad quam quidem solutionem bene et fideliter faciendam obligamus nos et successores nostros per presentes. In cujus rei fidem et testimonium sigillum nostrum commune apponi fecimus. Datum primo die Junii, Anno regni Elizabethæ Dei gratia Angliæ Franciæ et Hiberniæ reginæ, fidei defensoris, etc., quinto.

[p. 62] The condition of this obligation ys such that if the within bounden M^r fellowes and scholers of the College of the holy and indyvdyded Trinytie shall performe fulfyll and keape all and every such covenants articles and agreements which are to be performed fulfylled and kept on their behalf and are conteyned in a payre of Indentures made betwene them on the one partie and the M^r or keper and fellowes of Goneville and Caius College aforesayd on thother partie bering date the day of the making hereof, that then the present obligation to be void and of non effecte, or els to stand in his full vertewe strength and effecte.

Consimili pecuniarum summa etiam nostrum Collegium obligatur Collegio Sanctæ et individua Trinitatis de pactis predictæ indenturæ præstandis. Et quia in eadem indentura mentio est de redditibus prætori et ballivis villæ Cantabrigiæ ratione quatuor tenementorum solvendis, scire licet (inspecto per nos et magistrum Collegii Sanctæ et individua Trinitatis ballivorum reutali) ex his ædibus nihil resolvi, et ea de causa ejus rei mentionem in carta omitti. Atque hæc quidem ut ante est comprehensum acta sunt primo Junii anno 1563. Post quem diem assecuta per nos regia facultate mutandi possessionem quatuor tenementorum et stabiliendi possessiones sex librarum tredecim solidorum et quatuor denariorum Collegio Sanctæ et individua Trinitatis potestate habita, una cum aliis in usum Collegii nostri necessariis rebus primo Augusti anni 1564 obtentis, ut ex literis patentibus Dominiæ reginæ præscriptis

patere potest, magister socii et scholares Collegii Sanctæ et individuæ Trinitatis per cartam suam indentatam nobis ex pacto concesserunt omnia illa quatuor sua tenementa cum pertinentiis 22^{do} Septembris Anno Domini 1564, ac statum eorum et seisinam per attornatum suum magistrum Bartholomeum Dodyngton artium magistrum nobis per attornatos nostros Humfridum Byshby legum doctorem et Thomam Davys artium baccalaureum, Collegii nostri pensionarios majores, dederunt decimo die Octobris anno Domini 1564, ut ex insequenti carta scire licet.

*Carta quatuor tenementorum in
parochia S. Michaelis.*

Hæc carta indentata facta inter magistrum socios et scholares Collegii Sanctæ et individuæ Trinitatis infra villam et universitatem Cantabrigiæ ex fundatione regis Henrici octavi ex una parte, et magistrum sive custodem et socios Collegii de Goneville et Caius fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ predicta ex altera parte, **Testatur** quod prefati magister socii et scholares predicti Collegii sanctæ et individuæ Trinitatis virtute licentiæ Dominae reginae nunc gerentis datam primo die Augusti anno [p. 63] regni sui sexto inde obtentæ pro diversis causis et considerationibus ipsos specialiter moventibus dederunt concesserunt ac per presentes pro se et successoribus suis dant et concedunt prefatis magistro sive custodi et sociis predicti Collegii de Goneville et Caius omnia illa quatuor sua messuagia sive tenementa cum curtilagiis domibus shopis hortis pomariis et cæteris suis pertinentibus universis insimul jacentibus et existentibus in parochia Sancti Michaelis in Cantabrigia predicta ex opposito ecclesiæ et cœmiterio ejusdem parochiæ inter venellam vocatam Michellane ex parte boreali, et quoddam messuagium cujusdam Roberti Lane pistoris ex parte australi, et capita eorum abbuttant super regiam viam sive altam stratam versus orientem, et super pomarium et gardinum predicti Collegii de Goneville et Caius versus occidentem, Quorum primum vocatum Ansels nuper fuit in tenura sive occupatione Willelmi Ball jam defuncti: secundum est in tenura sive occupatione Thomæ Houghton: tertium in tenura sive

occupatione Joannæ Talbot viduæ: et quantum in tenura sive occupatione Andreæ Smyth, **Habenda et tenenda** predicta quatuor messuagia sive tenementa ac cætera premissa cum pertinentiis prefatis magistro sive custodi et sociis Collegii de Goneville et Caius predicti et successoribus suis imperpetuum ad proprium opus et usum ipsorum magistri sive custodis et sociorum Collegii de Goneville et Caius predicti et successorum suorum imperpetuum, **Tenenda** de Domina Regina hæredibus et successoribus suis ut de manerio suo de Eastgrenewiche in comitatu Kantie in libero socagio per fidelitatem tantum et non in capite pro omnibus servitiis exactionibus et demandis quibuscunque, Ac reddendo et solvendo prefatis magistro sociis et scholaribus predicti Collegii Sanctæ et individuae Trinitatis et successoribus suis de et pro predictis iii^{or} messuagiis sive tenementis et cæteris premissis, sex libras tredecim solidos et quatuor denarios legalis monete Angliæ annuatim ad festa Paschæ et Sancti Michaelis Archangeli æquis portionibus solvendos pro omnibus redditibus servitiis et demandis quibuscunque, ad manus unius thesaurarii predicti Collegii Sanctæ et individuae Trinitatis pro tempore existentis infra scitum et precinctum predicti Collegii Sanctæ et individuae Trinitatis predictæ. Et prefati magister sive custos et socii Collegii de Goneville et Caius pro se et successoribus suis concedunt per presentes prefatis magistro sociis et scholaribus predicti Collegii Sanctæ et individuae Trinitatis predictæ et successoribus suis, quod si contingat predictus redditus sex librarum tredecim solidorum et quatuor denariorum a retro fore et non solutus in parte vel in toto post aliquod festum predictorum festorum Paschæ et Sancti Michaelis Archangeli, quo ut prefertur solvi debeat, per spatium quadraginta dierum, si debite petatur apud vel in Collegio de Goneville et Caius quod extunc bene licebit prefatis magistro sociis et scholaribus predicti Collegii Sanctæ et individuae Trinitatis pro tempore existentibus et successoribus suis in predicta quatuor messuagia et cætera premissa, aut in manerium de Roughton in Comitatu Norfolciæ aut in aliquod aliud maneriorum terrarum et tenementorum predictorum magistri sive custodis et sociorum predicti Collegii de Goneville et Caius et successorum suorum, modo non existentium infra scitum Collegii de Goneville et

[p. 64] Caius predicti, nec alicujus parcellæ ejusdem scitus, intrare et distringere, et distrinctiones sic ibidem captas licite abducere effugare impercare et penes se retinere quousque de predicto redditu sex librarum tredecim solidorum quatuor denariorum una cum omnibus inde arreragiis (si quæ fuerint) plenarie fuerint satisfacti. Et predicti magister socii et scholares predicti Collegii Sanctæ et individue Trinitatis concedunt et conveniunt pro se et pro successoribus suis cum prefatis magistro sive custode et sociis Collegii predicti de Goneville et Caius et successoribus suis, quod ipsi et successores sui predicta quatuor messuagia sive tenementa ac cætera premissa cum pertinentiis prefatis magistro sive custodi et sociis predicti Collegii de Goneville et Caius et successoribus suis contra se et successores suos warrantizabunt et imperpetuum defendent per presentes: Ac quod iidem magister socii et scholares et successores sui tam predicta quatuor messuagia sive tenementa cum pertinentiis quam predictos magistrum sive custodem et socios predicti Collegii de Goneville et Caius et successores suos de omnibus et singulis oneribus denariorum summis et demandis quibuscunque de eisdem quatuor messuagiis sive tenementis et cæteris premissis seu de eorum aliquo sive aliquibus aut de aliqua inde parcella exeuntibus seu solvendis aut superinde oneratis sive onerandis preterquam de predicto redditu vi^{li} xiii^s iiii^d per presentes in forma predicta reservato ac preterquam de servitio predicto, Ac preterquam de decimis sive aliis juribus ecclesiasticis pro predictis quatuor messuagiis sive tenementis sive eorum aliquo solvendis juxta formam et effectum cujusdam indenturæ gerentis datam primo die Junii anno Reginæ nunc quinto, acquietabunt ac indemnes conservabunt contra omnes gentes imperpetuum per presentes. Et predicti magister socii et scholares predicti Collegii Sanctæ et individue Trinitatis per presentes assignaverunt deputaverunt et in loco suo posuerunt dilectos sibi in Christo Bartholomeum Dodyngton et Richardum Byll generosos, suos veros et legitimos attornatos conjunctim et divisim ad intrandum in messuagia sive tenementa predicta cum pertinentiis, et seisinam ac possessionem nomine et jure predictorum magistri sociorum et scholarium predicti Collegii Sanctæ et individue Trinitatis inde capiendam et post seisinam sic inde captam et habitam

plenam et pacificam possessionem statum et seisinam vice et nomine predictorum magistri sociorum et scholarium predicti Collegii Sanctæ et individuae Trinitatis liberandam prefato magistro sive custodi et sociis predicti Collegii de Goneville et Caius vel eorum in hac parte attornato vel attornatis legitime deputato vel deputatis secundum vim formam et effectum hujus presentis cartæ indentatæ. Et predicti magister sive custos et socii predicti Collegii de Goneville et Caius per presentes assignaverunt deputaverunt et in loco suo posuerunt dilectos sibi in Christo Humfridum Byshby legum doctorem et Thomam Davys artium baccalaureum suos veros et legitimos attornatos conjunctim et divisim ad capiendum vice et nomine predictorum magistri sive custodis et sociorum predicti Collegii de Goneville et Caius statum possessionem et seisinam de et in predictis quatuor messuagiis sive tenementis cum pertinentiis per manus et liberationem predictorum magistri sociorum et scholarium predicti Collegii Sanctæ et individuae Trinitatis vel eorum in hac parte attornati vel attornatorum legitime deputati vel [p. 65] deputatorum secundum vim formam et effectum hujus cartæ indentatæ. In cujus rei testimonium uni parti hujus presentis cartæ indentatæ penes prefatum magistrum sive custodem et socios Collegii de Goneville et Caius predicti remanenti prefati magister socii et scholares Collegii Sanctæ et individuae Trinitatis predicti sigillum suum commune apposuerunt, alteri vero parti ejusdem cartæ indentatæ penes prefatum magistrum socios et scholares predicti Collegii Sanctæ et individuae Trinitatis remanenti prefati magister sive custos et socii predicti Collegii de Goneville et Caius sigillum suum commune apposuerunt. Datum apud villam Cantabrigiæ predictam vicesimo secundo die Septembris anno regni Domine Elizabeth Dei gratia Angliæ Franciæ et Hiberniæ reginæ fidei defensoris, etc., sexto, et anno Domini 1564.

1564

Incendia.

Dum hæc geruntur 27 Septembris, anno a Christo nato 1564, negligentia cujusdam pueri nostri Collegii, ex emuncta lucerna periculum fuit incendii, cum lychnus incensus, quem emunxerat, inter gradus scalarum in juncos scalæ subjectos

inciderat. Sed puer (volente Deo) sive joci causa sive periculi metu cum esset huic rei paulo attentior, animadverso fumo, focum acclamavit, magno audientium terrore. Quo factum est ut concurrente populo, et dissolutis scalis, ante magnam flammam focus extinctus est, nulla alicujus rei offensione. Haud dissimile quid evenit ante annos tres socio cuidam medicinæ studioso, herbas in camino perenni foco distillant, et focum negligenti, unde per hominis imprudentiam et absentiam serpens per scirpos flamma, comprehendit lectum et cum bonam ejus et cubiculi peristromatum partem incendisset, fortuito fumi inditio deprehensus focus, cito extinctus est, nullo Collegii damno, quod felicitatis tamen Collegii fuit potius quam prudentiæ aut vigilantæ hominis. Hæc duo exempla admonere possunt omnes in futurum.

1564

Ruinosum refectum.

In pariete finali et orientali veteris Aulæ Gonevilli, qui herbarium respicit, ruinoso et vetustate concusso, ita ut ruinam minitari videatur, sublata prius quæ ejus conspectus bonam partem sustulit adjuncta casa veteri, et sublatis ex eo tribus fenestris ligneis, putridis et ætate jam solutis, ex albo firmoque lapide tres alias reposuimus Septembri mense 1564, impensis quidem Collegii duas, sed tertiam Doctoris Busby ut ante dixi sumptu. Quo fit ut jam marpesia cautes stabit ille in æternitatem favore custodis et collegarum*.

1564

Henricus Walker medicus ex testamento dedit Collegio omnes libros suos post mortem Georgii filii sui, quorum catalogum una cum legatione referemus fol. 70. Moriebatur in festo Paschatis, 2^{do} videlicet die Aprilis anno 1564.

1565

Jactum fundamentum Collegii Caii.

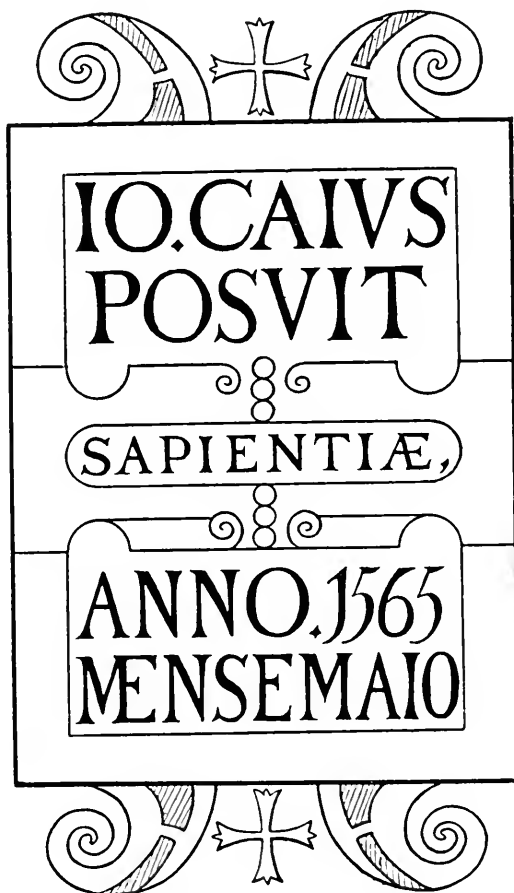
Die Sabbati quinto Maii, hora quarta mane, anno Domini 1565, post supplicationes Deo habitas ut Collegium nostrum

* Anno 1753 (in quo latus boreale atrii Gonevilli, ab aula usque ad hortum sociorum, a fundamentis restitutum erat) lapis, apud mediam fenestram finalis parietis orientalis spectantis hortum, inventus erat hac inscriptione

initum foelicem habeat exitum et eventum, utque omnes qui inhabitent probi sint viri, studiosi literarum, utiles reipublicæ et timentes Deum, primum sacrumque lapidem jecimus fundamenti istis verbis :

Dico istud ædificium sapientiæ : pono hunc lapidem in fundamentum ædificii, in incrementum virtutis et literarum, in nomine Patris et Filii et Spiritus sancti.

Lapis iste positus est in ipsa media longitudine parietis nostri Collegii, qui proximus est horto occidentali, hac figura et inscriptione



Area Collegii Caii.

Area seu atrium Collegii nostri una cum solo ædificiorum a nobis positorum, prius horti erant quatuor, tribus parietibus et uno intercepto ligneo, quod palatus dicitur, inter se divisi: quorum duo a multis annis Collegii istius erant, reliqui per nos a Collegio Sanctæ Trinitatis et Roberto Lane burgensi nostra pecunia perquisiti, ut ex utriusque concessionibus scire licet, quorum altera jam precessit, altera mox subsequetur.

[p. 67]

Aquarum Scaturigo.

Id obiter usu deprehendi jaciendo fundamenta, e sabulo per omne solum Collegii nostri (si id ad sex pedum altitudinem fodiatur) aquam scaturire.

*Ratio temporis jacti fundamenti
Collegii Caii.*

Observavi etiam ante quintum diem, quo jactum est fundamentum Collegii nostri, perpetuam fere et quotidianam fuisse pluviam ad menses duos. Eo ipso autem quinto die, et ab eo ad decimum nonum diem ejusdem mensis (quo temporis spatio tuta facta sunt omnia ab omni cœli injuria) perpetuam serenitatem: id quod in signum faventis Dei habui.

In primum lapidem Collegii nostri carmina quædam Thomas Hatcherus artium magister, et Abraham Hartwel artium baccalaureus, uterque Collegii regalis socius, inter alios cecinerunt, quæ quia bona precentur Collegio atque exoptent, ascribere non erit alienum.

Thomas Hatcherus

O Deus O cujus frustra sine numine tectum
Surgit, et artificum cura laborque jacent:
En hodie placidis Caius fundamina musis,
Musarum sacro ductus amore, locat.

Tu Deus auspiciis firmes incœpta secundis,
 Conveniat cœptis exitus inde suis.
 Cultores olim musarum numine pleni,
 Diffundent nomen voce tonante tuum.

Abraham Hartwell

Floreat his, inquit Caius, sapientia tectis,
 Et simul, his, inquit, tectis, Sapientia præsit.

1565

Finis occidentalis lateris Collegii Caii.

Summus et ultimus lapis occidentalis lateris Collegii nostri
 positus fuit primo Septembris 1565, hora tertia post meridiem.

Initium orientalis lateris Collegii ejusdem.

Secundi lateris et orientalis ejusdem fundamentum effodi
 cœptum est 25 Septembris 1565; eodemque mense, 13 die,
 jactum est fundamentum muri interstinguentis fundum magistri
 Lane et nostrum quem ab eo emi libris quinquaginta.

[p. 68]

*Carta Roberti Lane de Pomario acquisito
 quinquaginta libris ad positum Collegii
 Caii amplificandum.*

Omnibus Christi fidelibus ad quos hoc presens scriptum
 pervenerit Robertus Lane unus aldermannus villæ Cantabrigiæ
 in comitatu Cantabrigiæ salutem in Domino sempiternam.
Sciatis me præfatum Robertum Lane pro summa quinquaginta
 librarum legalis monetæ Angliæ mihi per venerabilem virum
 Johannem Caius medicinæ doctorem per manus soluta (de qua
 quidem summa quinquaginta librarum ego præfatus Robertus
 fateor me bene et fideliter fore solutum, dictumque Johannem
 Caius hæredes executores et administratores suos inde esse
 quietos imperpetuum per presentes) vendidisse barganizasse
 concessisse feoffasse liberasse et hoc presenti scripto meo con-
 firmasse prefato Johanni Caius parcellam pomarii mei, Anglice
 vocatam parcell of my hortyard, pertinentem messuagio sive

hospitio meo communiter vocato le Lambe aliter le stonnehouse, scituato esistenti et jacenti in parochia Sancti Michaelis in Cantabrigia predicta, quæ quidem parcella pomarii predicti jacet inter tenementum sive hospitium nuper vocatum Sancti Mary Ostle, modo in tenura Thomæ Pede, ex parte australi, et parcellam tenementi sive domus vocati le Kings armes, quondam pertinentis domui sancti Michaelis in Cantabrigia predicta ac modo pertinentis Collegio de Goneville et Caius in Cantabrigia predicta, nunc in tenura Andreæ Smyth, ex parte boreali, uno capite inde abuttans super aliam parcellam existentem residuum dicti pomarii mei versus orientem, ac altero capite inde abuttans super parcellam horti sive fundi predicti Collegii de Goneville et Caius predicti versus occidentem, Et quæ quidem parcella pomarii predicti, Anglice vocata parcell of the hortyarde afore-said, per presentes superius vendita barganizata et concessa, continet in longitudine ab oriente in occidentem ex parte boreali ejusdem parcellæ sexaginta tresdecim pedes et duas uncias et dimidium, ac in longitudine ab oriente in occidentem ex parte australi sexaginta quinque pedes sex uncias et tres quarteras unius uncia de standerdo dominæ Reginæ, **Et quæ quidem** parcella pomarii inter alia nuper prioratui de Anglesey in dicto comitatu Cantabrigiæ modo dissoluto dudum spectabat et pertinebat, ac parcella possessionum et reventionum inde dudum existerat, **Quam** quidem parcellam pomarii predicti inter alia nuper habui et perquisivi mihi et hæredibus meis ex concessione et scripti confirmatione Willelmi Allinson civis et unius Aldermannorum civitatis Lincolnensis, prout per scriptum suum inde inter alia mihi confectum, cujus data est sexto die mensis Martii Anno regni Henrici octavi nuper Regis [p. 69] Angliæ tricesimo sexto, plenius liquet et apparet. **Habenda et tenenda** predicta parcella pomarii, Anglice vocata parcell of my ortyard, prefato Johanni Caius hæredibus et assignatis suis ad perpetuum opus et usum ipsius Johannis Caius hæredum et assignatorum suorum imperpetuum, **Tenenda** de domina Regina hæredibus et successoribus suis in libero burgagio et communi soccagio per fidelitatem tantum et non in capite pro omnibus redditibus exactionibus tenuris et demandis quibuscunque proinde dictæ dominæ Reginæ hæredibus vel

successoribus suis quoquo modo reddendis solvendis vel faciendis. **Et ego vero** dictus Robertus Lane et hæredes mei dictam parcellam pomarii predicti prefato Johanni Caius hæredibus et assignatis suis ad opus et usum supradictum contra me prefatum Robertum Lane hæredes et assignatos meos non solum warrantizabimus et imperpetuum defendemus per presentes, sed etiam eandem parcellam exonerabimus et acquietabimus de omnibus et singulis recognitionibus statutis et obligationibus oneribus et incomberanciis quibuscunque per me seu per aliquam personam nomine meo quoquo modo antehac habitis factis sive cognitis. In cujus rei testimonium huic presenti scripto meo sigillum meum apposui. Datum secundo die Junii anno regni Elizabethæ Dei gratia Angliæ Franciæ et Hiberniæ reginæ fidei defensoris, etc., septimo.

Sigillatum et deliberatum fuit hoc presens scriptum, plena etiam ac pacifica possessio et seisina parcellæ pomarii infra venditi data et deliberata fuit quarto die Julii anno ultime infrascripto juxta vim formam et effectum hujus retroscripti in presentia Willelmi Munsey majoris villæ Cantabrigiæ, Johannis Hatcher medicinæ doctoris, Richardi Longworth clerici, Henrici Holland Johannis Staller Jacobi Lynge in artibus baccalaureorum, Humfridi Carter, Willelmi Frier, Georgii Banbricke, Johannis Nashe, Willelmi Henrison, Galfridi Rowlande, ac mei Edwardi Ball.

Irrotulatum in curia dominæ reginæ villæ suæ Cantabrigiæ tenta in le tolbooth ibidem coram Willelmo Munsey majore villæ Cantabrigiæ, Johanne Goldisborowe seniore, Edwardo Wallys, Ricardo Ramsey, et Roberto Jenkinson, ejusdem villæ ballivis, decimo septimo die Julii anno regni Elizabethæ Dei gratia Angliæ Franciæ et Hiberniæ Reginæ, fidei defensoris, etc., septimo.

Ball.

[p. 70] *Finalis concordia pro pomario predicto.*

Curia Dominæ Reginæ ibidem tenta die Martis decimo septimo die Julii anno regni Elizabethæ Dei gratia Angliæ Franciæ et Hiberniæ Reginæ, fidei defensoris, etc., septimo. Ad

hanc curiam coram majore et ballivis dictæ villæ secundum consuetudinem ejusdem villæ venit Robertus Lane unus Aldermanuorum villæ Cantabrigiæ in comitatu Cantabrigiæ, et profert hic in curia quoddam scriptum feoffamenti sigillo ipsius Roberti sigillatum et manu sua propria subscriptum, et fatetur illud scriptum esse factum suum proprium, et petit illud irrotulari, et ei conceditur. Et ipso etiam instanti tempore coram prefato majore et ballivis venit hic in curiam Helena Lane uxor predicti Roberti, et ipsa per majorem sola examinata libere et sponte sursum reddidit remisit et relaxavit Johanni Caius medicinæ doctori, in predicto scripto feoffamenti nominato, totum jus suum titulum clameum interesse et demandam quæ habet seu quovismodo in futurum habere poterit seu debet ratione dotis suæ sive aliter de et in una parcella pomarii anglice vocata, parcell of an ortyard, pertinente messuagio sive hospicio communiter vocato le Lambe aliter le stonne house scituato existenti et jacenti in parochia Sancti Michaelis in Cantabrigia predicta, ac in predicto scripto feoffamenti specificato, et quod nec dolo vi nec metu ad hoc quovismodo arctata fuit faciendum, cujus quidem scripti tenor sequitur in hæc verba, *Omni*bus Christi fidelibus ad quos hoc presens scriptum pervenerit, Robertus Lane, etc., salutem, etc. ut supra pagina 68.

1564

*Legatio Henrici Walker, doctoris medici,
ex testamento secundo Aprilis anno
1564 condito.*

Do et lego bibliothecæ de Goneville et Caius omnes meos libros, volo tamen quod Georgius Walker filius meus habeat eorum custodiam atque usum durante vita sua, hac conditione, quod ipse, ejus executores, administratores et assignati, obligentur (positis etiam vadibus magistro et sociis Collegii de Goneville et Caius) ut libros statim post mortem suam integros et nulla ex parte magis corruptos quam cum acceperit, reddat.

[p. 71]

*Catalogus librorum*¹.

Herbarium Fuccii.	Opera Arist. gr. 2 vol.
Opera Arist. lat. 2 vol.	Opuscula Hippocr.
Epistolæ Med. Manardi.	Galen. de symptom.
Dioscorides, gr. lat.	Hippocr. de aere etc.
Anton. Musa in Hipp.	Aphor. Hippocr.
Alexander Tralianus bis.	Epistolæ Alosii.
Herbarii Brumfelchii tom. primus.	Putraneus de p ^t græce.
Pomponius Mela cum epit.	De conceptu.
Cornelius Celsus.	Galenus de locis affect.
Opera Galeni, lat., 5 vol.	Epit. in com. Galen.
Opera Galeni, græc., 5 vol.	Paulus Egineta.
Consilia Montani.	Grammatica Linacri.
Gale. de composit. med.	Galen. de alimento.
Gale. de compos. sedecim locos.	Practica Leonelli.
Mesuæ super.....	
Lexicon græcolat.	
Antiquæ lectiones Celii.	
Opus pandectarum.	
Opus Isaac.	Practic. Gordonii.
Soranus de re med. cum al.	Nicolaus Mirepsis.
Practicæ Arnoldi.	Oribasius.
Catholicon.	Paulus Aegineta.
Marcellus de medicam. empiricis.	Opera Johannis Caii.
Galenus de sanitate cum aliis.	Galen. de sanitate.
Isagoge Joh. Musii.	Galen. de crisis.
Practica J. Matthæi.	Celius de ratione victus.
Theop. in Evangel.	Enchiridion chirurgicum.
Herbarium Dorstenii.	Galeotus de homine.
Opuscula fuccii.	Cornelius Celsus.
Ortus sanitatis.	Anatom. Fuccii.
Salvinorola de febr.	Philaretus de pulsis.
Silvius in Hippocrate.	De urinis.
Galenus de decretis cum aliis.	Proclus de sphaera.
Sidonii Appelli poema.	Silenus de delapsu.
Avicenna.	Averrois ; et alii vetusti libri.
Fernelius de abditis, cum aliis.	
Galen. de simpl. cum aliis.	

omnes æstimati lib. 14 : sol : vii : et den. vi.

* For the identification of these books see note 6. They are printed here as they stand.

1563 et 1565

Possessiones acquisitæ ad focum.

Acquisitæ sunt a Johanne Sherman de Lytlyngton in comitatu Cantabrigiæ possessiones viginti octo acrarum terræ arabilis in agris de Steple Morden magistro et sociis Collegii de Gonevil et Caius libris quadraginta una per chartam indentatam ejusdem Johannis datam sexto Julii anno Domini 1563, et anno reginæ Elizabethæ quinto; quam in librum evidentiæ ad verbum transcribi curavimus. Emptæ autem sunt in usum Collegii communem et generalem, sic tamen ut dono viginti librarum, quas dedisse diximus D. Nicholaum Shaxton, ex his viginti solidi in perpetuum focum communem custodis et sociorum quotannis expendantur in festis natalitiis per hiemem. Ex istis prædiis eximimus etiam viginti solidos, ad usum foci in aula vel conclavi magistri Collegii quos venerandus vir Humfridus Busbye juris civilis Doctor, et nostri Collegii pensionarius, concessit in commune, expensis viginti librarum. tertio Octobris anno Domini 1565, sic ut focus fiat diebus dominicis ac festis in prandio atque cœna, a festo omnium Sanctorum ad festum purificationis beatæ Mariæ, et profestis etiam diebus, si penetrabile frigus adurat: quod penes judicium custodis esto, cum eo tamen ut in singulis prandiis atque cœnis non excedatur modius titionum aut fascēs duo: preterquam in festis Domini Natalitiis, ab ipso festo die nativitatis, ad diem posterum Epiphaniæ, in quibus modus sit pro ratione temporis, modo in reliquum tempus supersit foci materia, nec desit nec abundet. Hoc beneficium istis rationibus contulit venerandus vir, ut sub prandium atque cœnam juvenus nostra, aut alii graviores, dicant alternatim hos Psalmorum versus, cum oratione adjuncta

Benedicam Dominum in omni tempore

Semper laus ejus in ore meo.

Magnificate Dominum mecum,

Et exaltemus nomen ejus in idipsum.

Exquisivi Dominum et exaudivit me.

Et ex omnibus tribulationibus meis eripuit me.

Qui facit angelos suos spiritus,
Et ministros suos ignem urentem.

Gloria patri, etc.

Oratio.

[p. 73] Familiam tuam quæsumus Domine continua pietate custodi, ut ab omnibus iniquitatibus te protegente sit libera, et in bonis actibus tuo nomine sit devota: per Christum Dominum nostrum.

Qui istos versus et orationem recitare recusaverit aut neglexerit aut recitatis non interfuerit, recitantibus cedat ad focum ea vice. At si quando desuetudine longa aut saltem unius mensis intermittatur ista versuum recitatio et precatio, voluntas donatoris est, ut beneficium istud cedat in commodum Aulæ sanctæ Trinitatis, usque dum recitare lubenti animo, etiam cum gratiarum actione, velint: atque hæc quidem quod ad donationem suam pertinet venerandus vir constituit. Sed cum ex titiionibus aut lignis viginti solidorum hoc universum fieri præstarique nequeant, utramque donationem reverendi patris et sui conjungere bona sua venia dictus dominus Humfridus concessit. Hæc acta sunt annis supradictis: ante quos nullus in aula aut conclavi focus erat, nisi sumptu proprio et stipendiario custodis et sociorum, nullis ante hos ad eum focum construendum benefactoribus existentibus.

1565

Focus Aulæ ferreus.

Ex hac occasione focus novus, grandis, rota mobilis, ex ferro novo affabre factus, in aula collocatus est mense Octobri anno Domini 1565. Pendit libras 353, emptus in singulas libras senis denariis, in summa octo libris decem et septem solidis, uno tantum dempto. In eo primus ignis ardebat, in festo omnium Sanctorum anni ejusdem, nam ante focus nullus in aula fuit, sed in conclavi, ad vestibulum horti occidentalis posito: quod in aula caminus erat nullus, nec ignis gratuitus, nec sociorum et scholarium numerus tantus quin minori illi loco contineri commode posset: focum hunc ferreum sua liberalitate donavit.

1565

Donatio.

Thomas Barwick artium magister et hujus Collegii com-mensalis, dedit Collegio quinque libras ad reparationes ejusdem.

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1566

Donatio.

Johannes Caius Custos hujus Collegii dedit Collegio stipen-dium officii sui et cætera eidem incidentia ad centum fere marcas, a festo Nativitatis Domini 1559 ad idem festum anno 1566, in hoc ut ad ostium occidentale Collegii sui, quod in hortum ejusdem cœli plagæ aperit, ædificentur scalæ seu gradus ex eodem horto in cubicula tria custodis assurgentes; utque paries finalis ejusdem cubiculi perpendiculariter in conum ascendat ad supremum cubiculum amplificandum, atque ut absolvantur gradus ascendentes e sacello in ærarium. Demum ut porta nova ex quadrato lapide duroque quo loco porta est quæ ad scholas aperit extruatur cæteraque fiant quæ ad orna-tum et formam eorum faciant pro voluntate et judicio suo.

Turris.

Hac pecunia cœptum est construere et absolvere ea omnia supradicta anno Domini 1566, mense Maio, et primo turris scalaris occidentalis horti ad custodis cubiculum ascendens una cum pariete finali adhærente, tignis, tegulis, cæterisque per-tinentibus absoluta est sumptu...librarum...mense Octobri ejus anni.

Incendium.

In festo Sancti Thomæ Apostoli 21 Decembris anni 1566, perpetuo foco in advenarum Custodis cubiculo trabs sub foco seu foci area latens in camino incensa fuit meridie, sed ex fumo deprehensum incendium cito eversis lateribus restinguebatur: quæ res vigilantiores inposterum potest reddere.

Fundi hospitii Sanctæ Mariæ momentum emptum.

Sciant presentes et futuri quod nos Johannes Porey sacræ Theologiæ professor magister sive custos Collegii Corporis

Christi et beatæ Mariæ in Universitate Cantabrigiæ et socii ejusdem Collegii pro certa pecuniarum summa nobis præ manibus persoluta dedimus concessimus et hac presenti charta nostra confirmavimus pro nobis et successoribus nostris Johanni Caius medicinæ doctori magistro sive custodi Collegii de Gone-
[p. 75] ville et Caius fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ et sociis ejusdem unam parcellam horti tenementi nostri vocati St Marie hostell continentem in fine occidentali tres pedes et quatuor uncias, in orientali fine juxta tenementum tres uncias prout per lineam ab uno fine ad alterum ductam, terra inter media dividitur, **habendam et tenendam** predictam parcellam terræ magistro sive custodi et sociis Collegii de Goneville et Caius predicti et successoribus suis in libero soccagio imperpetuum. Et nos predicti magister et socii Collegii Corporis Christi et beatæ Mariæ predictam parcellam terræ continentem ut supra magistro et sociis Collegii de Goneville et Caius et successoribus suis contra omnes gentes warrantizabimus et per presentes imperpetuum defendemus. Et nos predicti magister sive custos et socii Collegii Corporis Christi et beatæ Mariæ per presentes assignavimus et loco nostro posuimus dilectum nobis in Christo Edmundum Edwardes artium magistrum nostrum verum et legitimum attornatum ad dandum et concedendum vice et in nomine nostro magistro sive custodi et sociis Collegii de Goneville et Caius predicti et eorum in hac parte attornato legitime deputato statum possessionem et seisinam de et in predictam parcellam terræ secundum vim formam et effectum hujus chartæ. In cujus rei testimonium sigillum nostrum commune his presentibus apponi fecimus. Datum duodecimo die mensis Martii Anno Regni Elizabethæ Dei gratia Angliæ Franciæ et Hiberniæ reginæ, fidei defensoris, etc., nono, et anno Domini secundum computationem Ecclesiæ Anglicanæ millesimo quingentesimo sexagesimo sexto.

Status seisina et pacifica possessio parcellæ horti et tenementi infrascripti traditus et deliberatus fuit per magistrum Edwards attornatum Collegii Corporis Christi Johanni Caio magistro sive custodi Collegii de Goneville et Caius his testibus

presentibus qui propria sua manu huic scripto nomina sua subscripserunt.

Edwardus Parker filius et hæres Domini Henrici Morley, Thomas Clere, Willelmus Appleton, Stephanus Valenger.

[p. 76]

1567

Donatio.

Gulielmus Conwayne pharmacopola Londinensis Collegio dedit quinque libras in singulare aliquod opus Collegii pro Caii voto impendendas, et vitra quatuor fenestrarum cum insignibus suis.

Paries Collegii nostri dividens atrium nostrum ab horto Hospitii beatæ Mariæ positus est super fundum Collegii nostri, a parte ulteriori versus orientem, et super momentum fundi Hospitii beatæ Mariæ a Collegio Corporis Christi per nos emptum viginti solidis, a parte occidentali proxima portæ honoris. De quo fundo seorsum in charta perquisitionis diximus anno Domini 1566.

Ubi olim in Collegii nostri atrio ab orientali parte viæ quæ dividit in duo atrium nostrum hortus erat, et a nobis assumptus in usum atrii nostri. Ejus loco alium acquisivimus a Roberto Lane, cujus bonam partem inclusimus ab occidente Collegio nostro, ab oriente pariete dividente solum ejusdem Roberti et nostrum, ab austro et aquilone novis parietibus. Ex eo hortum presidentis fecimus.

1569

De secundo nihil dico, qui superest eo quo prius modo in usus custodis in quem descensum fecimus ex turri trium tabulatorum, quam illi fecimus. Propter quam, parietem ad summum tectum extendimus, qui prius ad suggrundia tecti seu stellicidia tantum pervenerat.

Tertius hortus est qui Coci olim hortulus dicebatur, ubi jam hortus sociorum est. Eum auximus fere ad duplum accessione hortorum tenementorum Collegii nostri quæ jacent inter eum et publicam viam quæ vocatur vicus major quæque extenduntur a pariete nostro in quo est porta humilitatis ad angiportum Sancti Michaelis.

Elwyn dedit Collegio ad augmentum rectoriæ Sancti Michaelis in Coslonia in Norwico fundulum a parte orientali [erasure] positum, et libros aliquot veteres.

A porta humilitatis ad portam virtutis erat olim tenementum [p. 77] quod dicebatur arma regia. In eo habitabat olim Johannes Sibertus alias Siberch typographus universitatis, qui aliquot Erasmi Roterodami (dum Cantabrigiæ ageret, ac divi Hieronymi epistolas et eundem ad Ruffinum publice prælegerit), Johannis Lydgati, aliorumque libros impressit.

1570

Sublatum sacelli ostium est, quod in Gonevilli Collegium tantum patebat, et translatum in culinæ ostium, quod id et ruptum vetustate est, et lapides qui ambiebant ætate consumpti sunt; et ingressus in sacellum ex porticu inter utrumque collegium communis factus. Ei opposuimus aliud ostium ex humiliori cubiculo Custodis, ut illi pateat ex cubiculo egressus in Sacellum, et in utrumque etiam collegium sicco pede.

Rectoria de Haslingfelde.

Margareta postrema uxor Thomæ Wendy Suffolciensis, doctoris medici, mortem obiit 24 Octobris anno 1570. Post cujus mortem in Collegii potestatem venit rectoria de Haslingfelde cum pertinentiis et advocatio ac libera dispositio ecclesiæ ejusdem ex testamento predicti Thomæ. Quam rectoriam cum advocacy ac libera dispositione prefatæ ecclesiæ concessimus et dimisimus ad feodi firmam Thomæ Wendie nepoti et hæredi ejusdem Thomæ Wendie medici et patruī, 21^o Decembris anno 1570, prout per ultimam voluntatem ipsius Thomæ patruī et testatoris in archivis Collegii nostri asservatam præceptum est; cujus verba in latinum sermonem traducta, hæc sunt: volo insuper ut post mortem Margaretæ uxoris meæ rectoria de Haslingfelde cum pertinentiis integre deveniant, sint et remaneant magistro et sociis Aulæ de Gonevill et Collegio de Caius in Cantabrigia et successoribus suis imperpetuum, quocunque nomine aut nominibus incorporentur, nominentur et cognoscantur, hac videlicet conditione sequenti

ut dicti magister atque socii intra menses sex proxime insequentes mortem dictæ uxoris meæ legitimis rationibus dimittant ac concedant integram rectoriam predictam cum pertinentiis hæredibus meis ad feodi firmam imperpetuum, [p. 78] Sic ut solvant annuatim magistro et sociis predictis et successoribus suis annualem redditum decem librarum ultra omnes sumptus et expensas ordinarias atque extraordinarias ad certos dies atque festa per eos assignanda in charta sua de feodi firma: utque largiantur dicto hæredi meo per chartam suam predictam in perpetuum feodi firmam nominationem presentationem et liberam dispositionem vicariæ de Haslingfelde predictæ, utque illi et successores sui bona fide præstent et perimpleant omnes conditiones et articulos quos testamenti mei executrix aut testamenti sui executor aut executores præscribent. Præscripsit autem ille ipse ante mortem suam quo modo prius diximus anno Domini 1560, pagina 46. Licentia autem Collegio accipiendi a predicto Thoma Wendie medico et referendi ad Thomam Wendie hæredem indulta fuit per indulgentiam (quam perdonationem vocant) serenissimæ Reginæ Elizabethæ omnibus concessam in Parlamento suo Westmonasterii habito secundo die mensis Aprilis, anno regni sui XIII^o, sub his verbis alienationibus sive licentia.

Maneria de Bincombe et Woburne.

Acquisivimus etiam maneria de Bincombe et Woburne cum rectoria de Bincombe in comitatu Dorcestriæ a Clemente Sislei generoso de Estburie Hall in parochia de Barkinge in comitatu Essexiæ, sic ut eorum fructibus et proventibus Collegium fruatur post mortem dominæ Margaretæ uxoris Ægidii Alington militis, ut ex indenturis subscriptis liquere potest; et primo de Bincombe postea de Woburne.

Indentura de Bincombe.

This indenture made the twentieth daye of Aprill in the twelfth yeare of the reigne of our sovereign Ladie Elizabeth by the grace of God of England Fraunce and Ireland Quene defendor of the faith, &c. Betwene Clement Syseye of Este-

burie Hall in the parishe of Barking in the Countie of Essex Esquier of the one partie ; And the master or keper and fellowes [p. 79] of the College of Gonevill and Caius founded in the honor of thannunciation of blessed Marie the virgyn in the universitie of Cambrige of the other partie, Witnessethe that the said Clement Syseley for and in consyderation of the summe of three hundred and nyne pounds of good and lawfull money of England to hym the said Clement Syseley at and before thensealing hereof, by the said master or keper and fellowes well and trewlye payed, whereof and wherewith he knowlegeth hymselfe well and trewlye contented, satisfied and payed, And thereof and of everie parte and parcell thereof doth clerlye acqyute and discharge the said master or keper and felowes and their successors by theis presents, Hath with lycence in this behalfe fyrst hadde and obtayned bargayned and solde, geven and granted, and by theis presentes doe fullye and clerely geve and graunte bargayne and sell, unto the said master or keper and fellowes and their successors, all that the mannor or Lordeshippe of Bincombe with the rightes members and appurtenaunces whatsoever in the countie of Dorset or elsweare, And all the demeasne landes tenements and hereditaments to the said mannor belonginge or in anye wise apperteyninge, scituat lyinge and being in Bincombe or elsweare in the said countie of Dorsett to the said mannor in anye wyse belonginge or appertayning, and knowen to be as parte and parcell of the same, And also all those his messuages, burgages, howses, buyldings, orchardes, gardeins, landes, tenementes, medowes, leasures, pastures, feedings, foldecurses, sheepgates, fishings, fishes, waters, ponds, woodes, underwoods, with the soyle thereof, rentes of free and copyholders, rents ferme, services, rentes charge, rents seck, comons, waste growndes, common of pasture, moores, marshes, mosses, mynes, quarreys, profittes, commodities, courts, leetes, profittes of courts and leetes, liberties, fraunchesies, harriettes, wards, maririages, releefes, wayfes, strayes, and all other hereditaments whatsoever they be to the said mannor belonginge or apperteyning, scituat lying [p. 80] and being in Bincombe or elsweare in the said Countie of Dorsett, And the reversion and reversions remainder and

remaynders of the said mannor and of all other the premisses with their appertenaunces, And all his righte, tytle, intereste, clayne and demaunde in and to the same, and in and to everie parte and parcell thereof, together with all and singuler the evidences, deedes, charters, escriptes, rentalls, surveies, particulers, courtrolles, wrytings and mynyments, touching or concerninge the said mannor and other the premisses, or any parte or parcell thereof only, **To have and to holde** the said mannor of Bincombe and all and singuler the premisses with thappertenaunces, and the revercion and revercions, remaynder and remainders thereof, unto the said master or keper and fellowes and their successors, to the onlye use and behoofe of the said master or keper and fellowes and their successors for ever. And the said Clement Sisley for hym his heyres and assignes and for everie of them by theis presents doth covenante and graunte to and with the said Master or keper and fellowes and their successors in manner and forme followinge, That is to saye that the said mannor, messuages landes, tenements hereditaments and all other the premisses with thappertenaunces the daye of the date hereof, are of the clere yerelie value of fyftene powndes nyne shillings over and above all charges and reprises, and so shall and maye, from and after the decease of Dame Margaret Alington wiefe of Sir Giles Alington knyghte, continue and be unto the said master or keper and fellowes and their successors for ever, Notwithstanding any acte heretofore hadde made or donne by the said Clement Siseley, or by any other personne or personnes by his meanes or assente, And that he the said Clement Siseley is nowe lawfullye seized, by good and rightfulle tytell of the reversion of the said mannor and other the premisses of a good and perfecte estate of inheritance in fee simple to his owne use to be executed in possession immediatelie after the dethe of the said Dame Margaret, And hath fulle power, good and lawfullye authoritie to bargainne sell and assuer the same revercion, and everie parte and parcell [p. 81] thereof unto the said Master or keper and fellowes of the said College and their successors in manner and forme aforesaid, **And that** he the said Clement Siselie his heyres and assignes shall and will (at all times from henceforth, and from

tyme to tyme) acquite discharge or otherwise well and sufficiently save and kepe harmelesse as well all and singuler the said mannor, messuages, landes tenements and hereditaments, and other the premisses before by theis presents bargained and solde and everie parte and parcell thereof, And the revercion and revercions thereof, as also the said Master or keper and fellowes and their successors, of and from all former bargaines, sales, joynters, dowers, tytell of douer, estates, statutes merchaunte and of the staple, judgements, executions, rents, charges, arrerages of rents, leases, annuities and all other charges and incombraunces whatsoever hadde, made, knowledgd or donne by the said Clement Siseley, or by anye other personne or personnes by the meanes or procuremente of the said Clement, at any tyme before the date of theis presentes, the rentes and services from henceforth to be due to the chefe Lordes of the Fee of the premisses, And the estate for terme of life of the saide dame Margaret Alington wife to the said Sir Giles Alington knyghte, of in and to the said mannor and other the premisses onlie excepted and foreprised, ~~And the~~ said Clement Siseley for hym his heyres executors admynistrators and assignes doth further covenante and graunte to and with the said Master or keper and fellowes and their successors by theis presents in manner and forme followinge, that is to saye, that he the said Clement Siseley and his heires at all tymes from henceforth and from tyme to tyme by and duringe the space of two yeares next ensuinge the date of theis presents, at the reasonable requeste of the said master or keper and fellowes, or their successors or lawfull attorney, shall and will doe make and knowledge, or cause to be donne made and knowledged, at the onlie costes and charges in the lawe, of the said master or keper and fellowes, All and everie suche further acte and actes thinge and thinges whatsoever it be, with warrantie onlie against the said Clement Siseley his heires and assignes, and by the said [p. 82] master or keper and fellowes and their successors, or their counsell learned in the lawe, shalbe reasonably devised or advised, to be hadde made or knowledged by the said Clement Siseley or his heires for the further assuraunce and sure making

and conveying of the said revercion, remainder, righte, tytle, interest, and demaunde, of in and to the said Mannor and all and singuler the premisses with thappertenaunces unto the said Master or keper and fellowes and their successors forever, according to the true meaning and effecte of theis presents, be it by fyne, feofmente, recoverie, release with warrantie onelye againste the said Clement Siseley and his heyres, or by all those wayes or any of them or otherwise. **And further** that he the said Clement his heires and assignes upon reasonable requeste to be made by the said Master or keper and fellowes or their attorney, on this side and before the Feaste of all Saints nexte ensuing the date hereof, shall and will delyver or cause to be delyvered unto the said Master or keper and fellowes or their attorney or assigne requyringe the same, All such evidences, deedes, charters, escriptes, particulars, surveyes, courterolles, mynyments, and wrytinges, concerning onelie the said premisses or any parte thereof, as he the said Clement Siseley nowe hathe, or any personne or personnes from hym, and whiche he withowte suyte in the lawe may or canne come by and obteyne. **And** that the said Master or keper and fellowes and their successors and assignes shall and maye immediatlye after the decease of the said dame Margaret, have and enjoye the said Mannor, and all other the premisses with thappertenaunces withowte any lawfull eviction lett or interruption of the said Clement Siseley his heires and assignes. **And moreover** that yf and as often as by eviction lett or interruption charge or incombraunce hadde made done or knowledged by any personne or personnes other than by the said Clement Siseley his heires or assignes, or any of them for and after the decease of the said dame Margaret Alington, any extente or execution shall fortune to be extended, levied or executed in or upon the said Mannor and other the premisses or any parte thereof, that then and so often the said Master [p. 83] or keper and fellowes and their successors, shall or maye in his or their name withowte lett or interruption of the said Clement Siseley his heires executors or administrators, pursue, recover, obteyne and have the benefitt and advantage of all and everie covenante and bonde to the said Clement

Siseley heretofore made, And by any such sute, evyction, lett or interruption charge or incombraunce forfeited or broken. **And** **Moreover** the said Clement Siseley doth by theis presents geve and graunte unto the said Master or keper and fellowes, all suche righte, title, and intereste, as he hathe of in or to the advoution, nomination presentation, free disposition and right of patronage of the parishe Church and parsonage of Bincombe aforesaid: To have and to holde the said righte titell and interest to the said Master or keper and fellowes and their successors for ever. **In witness** whereof as well the said Clement Siseley as also the said Master or keper and fellowes to theis present Indentures, their seales interchangeably have sett. Dated the daye and yeare above written.

Indentura de Woburne.

This Indenture made the fouer and twentieth daye of November in the thirteenth yeare of the reigne of our soveraine Lady Elizabeth by the grace of God Quene of Englande Fraunce and Irelande, defender of the faith, &c. Betwene Clement Siseley of Eastburye hall in the parishe of Barking in the Countie of Essex esquier of the one partie, and the Master or keper and fellowes of the Colledge of Goneville and Caius founded in the honor of thannunciation of blessed Marie the virgyn in the universitie of Cambrige of the other partie; witnesseth that the said Clement Siseley for and in consideration of the summe of thirtene scoare pounds of good and lawfull money of Englande to hym the said Clement Siseley at and before thensealing hereof by the said Master or keper and fellowes well and trulie payed, whereof and wherewith he knowledgeth himselfe well and trulie contented satisfied and payed, And thereof and of everie parte and parcell thereof doth cleerlie acquyte and discharge the said Master or keper and fellowes and their successors by theis presents, hath with lycence in this behalfe first hadd and obteyned, bargained and solde geven and [p. 84] graunted and by theis presents doth fullye and clerely geve and graunte bargain and sell unto the said Master or keper and fellowes and their successors, All the Mannor or

Lordeshippe of Woborne with the rights membres appurtenances whatsoever in the Countie of Dorsett or elswheare, And all the demaisne landes tenements and hereditaments to the said Mannor belonging or in any wise appertayning, scituate lying and being in Woborne or elsewhere in the said Countie of Dorsett, And knowen to be as parte and parcell of the same, And all those his messuages burgages, howses, buyldings, orchardes, gardeines, landes, tenements, meadows, leasues, pastures, fedings, foldecourses, shepegates, fishings, fyshes, waters, pondes, woodes, underwoodes, with the soile thereof, rents of free and coppieholders, rents ferme, services, rentes charge, rents seek, commons, wastgrounds, commons of pasture, moores, marshes, mosses, mynes, quarreis, profitts, commodities, courts, leets, profitts of courts and leets, lyberties, fraunchesies, heriotts, wardes, marriages, reliefes, waiefes, strayes, and all other hereditaments whatsoever they be to the said Mannor belonging or apperteyning, scituate lyinge and beinge in Woborne or elsewhere in the said Countie of Dorsett, And the revercion and revercions, remainder and remaynders of the said Mannor, and of all other the premisses with thappurtenances, And all his right, tittle, interest, claime, and demaunde in and to the same, and into everie parte and parcell thereof together with all and singuler the evidences, deedes, charters, escripts, rentalles, surveyes, particulers, courte rolles, writings and myniments whatsoever touchinge or concerninge the said Mannor and other the premisses, or any parte or parcell thereof onelye. **To have** and to holde the said Mannor of Woborne and all and singuler the premisses with thappurtenances, and the revercion and revercions, remainder and remainders thereof, unto the said Master or keper and fellowes, and their successors to the onely use and behoofe of the said Master or keper and fellowes and their successours for ever. **And** the said Clement Siseley for him his heires and assignes and for everie of them by these presents doth covenante and graunte to and with the said Master or keper and fellowes and their successors in maner and forme following, that is to saye, that the said Mannor [p. 85] messuages, landes, tenements, hereditaments, and all other the premisses with thappurtenances, the daye of the

date hereof, are of the clere yerely value of fourtene poundes seven shillings eighte pence, over and above all charges and reprises, and so shall and maye from and after the decease of dame Margaret Alington, wyfe of Sir Giles Alington knyghte, contynue and be unto the said Master or keper and fellowes and their successors for ever, notwithstandinge any acte heretofore hadde made or donne by the said Clement Siseley or by anye other personne or personnes by his meanes or assente. **And** that he the said Clement Siseley is nowe lawfullye seized by good and rightfull tytle of the reversion of the said Mannor, and other the premisses of a good and perfecte estate of enheritance in Fee simple to his owne use to be executed in possession ymmediatlye after the deathe of the said dame Margaret, And hath full power good and lawfull authoritie to bargain sell and assure the same revercion and everie parte and parcell thereof unto the said Master or keper and fellowes of the said College and their successors in maner and forme aforesaid. **And** that he the said Clemente Siseley his heires and assignes shall and will at all times from henceforth and from tyme to tyme, acqute discharge or otherwise well and sufficiently save and kepe harmlesse as well all and singuler the said Mannor, messuages, landes, tenements, hereditaments, and other the premisses before by theis presents bargained and solde, and everie parte and parcell thereof, and the revercion and revercions thereof, As also the said Master or keper and fellowes and their successors, of and from all former bargaynes, sales, jointers, dowers, estates, statutes merchaunte and of the staple, judgments, executions, rents, charges, arrerages of rents, leases, annuities, and all other charges and encombrances whatsoever hadde made knowledged or donne, by the said Clement Siseley or by any other personne or personnes, by the meanes or procurement of the said Clement, at any tyme before the date of theis presents, The rents and services from henceforth to be due to the chiefe Lorde of the Fee of the premisses, and the state for terme of lyfe of the said dame Margaret Alington wife to the said Sir Giles Alington knyghte, of in and to the [p. 86] said Mannor and other the premisses onelye excepted and foreprised. **And** the said Clemente Siseley for him his

heires executors administratours and assignes doth covenante and graunt to and with the said Master or keper and fellowes and their successors by theis presents in maner and forme followinge, that is to saye, that the said Clement Siseley and his heires at all tymes from henceforth and from tyme to tyme by and duringe the space of two years nexte ensuing the date of these presents at the reasonable request of the said Master or keper and fellowes or their successors or lawful attorney shall and will doe make and knowledge or cause to be donne made and knowledged at thonlie costs and charges in the lawe of the said Master or keper and fellowes, all and everie suche further acte and actes thinge and thinges whatsoever it be with warrantie onelie against the said Clement Siseley his heires and assignes, as by the said Master or keper and fellowes and their successors or their counsell learned in the lawe shall be reasonably devised or advised to be hadde made or knowledged by the said Clement Siseley or his heires for the further assurance and sure makinge and conveying of the said reversion, remainder, right, title, interest and demaund of in and to the said Mannor and all and singuler other the premisses with thappurtenaunces unto the said Master or keper and fellowes and their successors for ever, according to the true meaninge and effecte of these presents, be it by fyne feofmente recoverie Release with warrantie onlie, against the said Clement Siseley and his heires or by all those wayes, or by any of them or otherwise. **And further** that the said Clement his heires and assignes upon reasonable request to be made by the said Master or keper and fellowes or their attorney on this side and before the feste of Christmas nexte ensuing the date hereof, shall and will delyver or cause to be delyvered unto the said Master or keper and fellowes or their attorney or assigne requiring the same, All such evidences, deedes, charters, escripts, particulars, surveies, courte rolles, miniments and writings concerninge onely the said premisses or any parte thereof, as he the said [p. 87] Clement Siseley nowe hath, or any personne or personnes for him, and which he withowte sute in lawe maye or can come by or obteyne. And that the said Master or keper and fellowes and their successors shall or maye ymmediatlye

after the decease of the said dame Margarette have and enioye the said Mannor and all other the premisses with thappurtenances withowte any lawful eviction lett or interruption of the said Clement Siseley his heyres or assignes. And moreover that yf and as often as by eviction lett or interruption charge or incombraunce hadde made donne or knowledged by any personn or personnes, other then by the said Clement Siseley his heires or assignes or of any of them, from and after the decease of the said dame Margarette Allington, any extente or execution shall fortune to be extended levied or executed in or upon the said Mannor and other the premisses, or any parte thereof, That then and so often the said Master or keper and fellowes and their successors shall or maye in his or their name, without lett or interruption of the said Clement Siseley his heires executors or administrators, pursue, recover, obteine, and have the benefitte and advantage of all and everie cove-naunte and bonde to the said Clement Siseley heretofore made, and by any such suite, eviccion lett or interruption, charge or incombraunce forfeited or broken. In witness whereof as well the said Clement Siseley as also the said Master or keper and fellowes to theis present indentures their seales interchaungeably have sett. Dated the daye and yeare first above written.

Rectoria de Bincombe.

This Indenture made the twentieth daye of Aprill in the twelfth yeare of the raigne of our soveraigne Ladie Elizabeth by the Grace of God Quene of England France and Ireland, defender of the faith, etc. Betwene John Argall and Rowlande Argall gentlemen, sonnes of Thomas Argall late of London esquier deceased of the one partie, and the Master or keper and fellowes of the Colledge of Gonerivill and Caius founded in the honor of thannunciation of blessed Marie the virgyn in the [p. 88] universitie of Cambrige of the other partie, Witnesseth that the said John Argall and Rowland Argall as well for and in consideration of the summe of twentie poundes of good and lawfull money of Englande, to them the said John and Rowlande by the said Master or keper and fellowes in hande paide

before then sealinge of these presents, The which summe of twentie poundes they the said John and Rowland doe acknowledge themselves to have receyved, and thereof and of everie parte and parcell thereof, do clerelie acquite and discharge the said Master or keper and fellowes and their successors by theis presents, as also for diverse other good causes and considerations, the said John and Rowlande thereunto especiallie moving, have bargained and solde geven and graunted, and by these presents and with the Quenes Majesties licence before hadde and obteyned, doe fully clerely and absolutelie bargaine, sell, geve and graunte, unto the said Master or keper and fellowes, All that the advouzon, nomination, presentation, free disposition, and right of patronage of the Church and parsonage of Bincombe in the Countie of Dorsett, and all their righte tytle, estate, and interest of and in the same, and the revercion and revercions of the same, together with all the evidences, deedes, charters, wrytings and miniments onlie concerninge the premisses, which the said John and Rowlande, or any of them hath in their, and either of their handes, custodie or possession, or which anye other personne or personnes hath to their or any of their uses, which thei or any of them maye come by withoute sute in the lawe. All whiche evidences, deedes, charters, writings and miniments aforesaid the said John and Rowland, for themselves, their heires, executors and assignes, and for the heires executors and assignes of everie of them doe covenante and graunte to and with the said Master or keper and fellowes and their successors, and everie of them by these presents to delyver or cause to be delivered unto the said Master or keper and fellowes and their successors or to some of them or their attorney or assigne before the feste of Saynte Michaell tharchangell nexte cominge after the date of theis presents, withoute any further delaye, **To have** and to holde the said advouzon nomination, presentation, free disposition [p. 89] and righte of patronage of the Church and personage aforesaid, and the revercion and revercions thereof unto the said Master or keper and fellowes and their successors and assignes, to the onlie and proper use and behoofe of the said Master or keper and fellowes, and of their successors for ever in

as large and ample maner and forme as the said Thomas Argall hadde the same, and as the said John and Rowlande have or oughte to have the same. And the said John and Rowlande for themselves their heires executors and assignes, and for the heires executors and assignes of either of them, doe further covenauant and graunt to and with the said Master or keper and fellowes and their successors by these presents, that the said premisses and everie parte and parcell thereof, are at this present, and so shall contynue, and be unto the said Master or keper and fellowes and to their successors, acquieted and discharged, or otherwise saved harmelesse, by the said John and Rowlande of and from all maner of former sales, gyftes, graunts, mortgages, graunt or graunts of any avoydaunce or avoydaunces, or presentations, leases, and of and from all other charges and incombraunces whatsoever hadde made donne or suffered or knowledged by the said John and Rowlande or by either of them, or by any other personne or personnes whatsoever by their or by any of their meanes, consente, or procurement: And that the said Master or keper and fellowes and their successors by vertue of theis presents, shall or may have holde and quietlie enjoy the premisses and everie parte and parcell thereof, withowte any lett, disturbaunce, contradiction or eviccion of the said John and Rowland, or any of them their heires or assignes, and the heires and assignes of everie of them, or any other personne or personnes havinge any righte tytyle or interest from them or everie of them. And moreover that the said John and Rowlande and either of them have good and lawfull power and auctoritie to bargainne sell geve graunte and assure the foresaid premisses to the said Master or keper and fellowes and their successors for ever. And that the said John and Rowlande and either of them, and the heires of either of them, shall and will at all tyme and tymes within two yeares hereafter following, doe, knowledge and suffer to be donne, all and everie suche acte and actes thinge and thinges for the more perfecte assuraunce and sure makinge of the pre-

[p. 90] misses to the said Master or keper and fellowes and their successors for ever, as by the said Master or keper and fellowes or by their learned counsell in the lawe shall be

advised devised and required, at the costes and charges in the lawe of the said Master or keper and fellowes and their successors. **In witnessse** whereof as well the said John and Rowlande Argall, as also the said Master or keper and fellowes aforesaid to theis presente indentures their seales interchaungeably have sett. Dated the daye and yeare firste above written.

Relaxatio Johannis et Rowlandi Argall juris sui in Manerio de Bincombe et rectoria ejusdem, Magistro et sociis Collegii de Gonvill et Caius.

Omnibus Christi fidelibus ad quos presens scriptum pervenerit, Johannes Argall et Rowlandus Argall, generosi, filii Thomæ Argall nuper de London armigeri defuncti, salutem in Domino sempiternam. Noveritis nos prefatos Johannem et Rowlandum, pro diversis bonis et rationalibus causis et considerationibus nos specialiter moventibus, remisisse, relaxasse, et omnino pro nobis et hæredibus nostris quietum clamasse, Magistro sive custodi et sociis Collegii de Goneville et Caius fundati in honorem annunciationis beatæ Mariæ Virginis in universitate Cantabrigiæ, totum jus titulum clameum interesse et demandam nostra quæcunque de et in Manerio de Bincombe cum pertinentiis in Comitatu Dorsettiæ, ac de et in omnibus et singulis, messuagiis, terris, tenementis, redditibus et hæreditamentis quibuscunque in Bincombe seu alibi in dicto Comitatu Dorsettiæ, antehac occupatis habitis cognitis acceptis usitatis sive reputatis, ut pars et parcella ejusdem Manerii, et eidem Manerio spectantibus aut pertinentibus, **¶** **Recnon** de et in omnibus et singulis terris, tenementis et hereditamentis in Bincombe predicto, ac de et in advocatione, nominatione, presentatione, libera dispositione et jure patronatus, ecclesiæ et rectoriæ de Bincombe predicto cum suis juribus et pertinentiis universis, **¶** **Habendum et tenendum** predictum Manerium una cum advocatione, libera dispositione, nominatione presentatione, et jure patronatus ecclesiæ predictæ ac cætera omnia et singula premissa cum pertinentiis prefato Magistro

sive Custodi et sociis Collegii predicti et successoribus suis imperpetuum, ad proprium opus et usum ipsius Magistri sive Custodis et sociorum et successorum suorum imperpetuum, Ita quod nec nos prefati Johannes et Rowlandus, nec hæredes nostri, nec aliquis nostrum, aut eorum, nec aliquis alius per nos, pro nobis seu nominibus nostris, aut nomine alicujus nostrum, aliquod jus, titulum, clameum, interesse, seu demandam de et in predicto Manerio de Bincombe cum pertinentiis, aut in predicta advocatione cum pertinentiis aut cæteris premissis omnibus et singulis, aut in aliqua parte, parcella seu membro eorundem premissorum, de cætero exigere clamare seu vindicare poterimus nec debemus, nec aliquis nostrum poterit aut debet quovis modo in futurum, sed ab omni actione jure, titulo, clameo, interesse et demanda quibuscunque inde sumus penitus exclusi imperpetuum per presentes. **En cujus rei** testimonium predicti Johannes et Rowlandus huic presenti scripto sigilla sua apposuerunt. Datum vicesimo quarto die Aprilis Anno regni dominæ Elizabethæ Dei gratia Angliæ Franciæ et Hiberniæ Reginæ, fidei defensoris, etc., duodecimo.

Obligatio Clementis Siseley pro pactis
præstandis quoad Manerium de
Bincombe.

Roberint universi per presentes me Clementem Siseley de Eastburye in parochia de Barking in Comitatu Essexiæ, armigerum, teneri et firmiter obligari Magistro sive Custodi et sociis Collegii de Gonevill et Caius fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ, in quadringentis libris bonæ et legalis monetæ Angliæ solvendis prefatis Magistro sive Custodi et sociis Collegii predicti vel successoribus suis. Ad quam quidem solucionem bene et fideliter faciendam obligo me hæredes executores et administratores meos per presentes sigillo meo sigillatas. Datum vicesimo die Aprilis, Anno regni dominæ nostræ Elizabethæ dei gratia Angliæ [p. 92] Franciæ et Hiberniæ Reginæ fidei defensoris, etc., duodecimo.

The condicion of this obligation is suche, that yf the within bounden Clement Siseley his heires executors administrators and assignes and everie of them do well and truelie observe performe fulfill and kepe all and every the covenantes graunts and agrements which on his and their parties are or ought to be observed performed fulfilled and kepte, conteyned and specified in a payer of Indentures bearinge the date within written made betwene the said Clemente of the one partie and the within named Master or keper and fellowes of the College of Gonevill and Caius of the other partie, according to the purporte effecte and true meaning of the same Indentures, That then this present obligacion to be voide and of none effecte, or els to stande in full force and strengthe.

Obligatio Clementis Siseley pro pactis
præstandis quoad Manerium de
Woborne.

Noverint universi per presentes me Clementem Siseley de Eastburye hall in parochia de Barking in Comitatu Essexiæ armigerum teneri et firmiter obligari Magistro sive Custodi et sociis Collegii de Gonevill et Caius fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ, in quadringentis libris bonæ et legalis monetæ Angliæ solvendis prefatis Magistro sive Custodi et sociis Collegii predicti et successoribus suis: Ad quam quidem solucionem bene et fideliter faciendam obligo me hæredes executores et administratores meos per presentes sigillo meo sigillatas. Datum vicesimo quarto die Novembris Anno Regni dominæ nostræ Elizabethæ Dei gratia Angliæ Franciæ et Hiberniæ Reginæ, fidei defensoris, etc., decimo tertio.

The condicion of this obligacion is suche that yf the within bounden Clement Siseley his heires executours Administrators and assignes and everie of them, doe well and truelye observe performe fulfill and kepe, all and everie the covenants, graunts, [p. 93] articles, and agrements which on his and their parties are or ought to be observed performed fulfilled and kepte, conteyned and specified in a payer of Indentures bearing the date

within written made betwene the said Clement on the one partie, and the within named the Master or keper and fellowes of the College of Gonvill and Caius of the other partie according to the purporte effecte and true meaninge of the same Indentures, that then this present obligacion to be voide and of none effecte, or els to abide in his full force strength and vertue.

Copia recognitionis obligatoriæ Johannis et
Rowlandi Argall Magistro et sociis Collegii
de Gonevill et Caius pro pactis
præstandis in concessione rectoriæ de
Bincombe.

Memorandum quod vicesimo sexto die Aprilis Anno regni dominæ nostræ Elizabethæ Dei gratia Angliæ Franciæ et Hiberniæ Reginæ fidei defensoris, etc., duodecimo, coram Roberto Catelyn milite capitali Justiciario dictæ dominæ Reginæ ad placita coram ipsa Regina tenenda assignato, apud Sergeantes Inne in Fletestrete London venerunt Johannes Argall et Rowlandus Argall generosi, filii Thomæ Argall nuper de London armigeri defuncti, in propriis personis suis et recognoverunt se debere et uterque corporaliter recognovit se debere Magistro sive Custodi et sociis Collegii de Gonevill et Caius fundati in honorem Annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ quingentas libras legalis monetæ Angliæ solvendas eisdem Magistro sive Custodi et sociis aut suis certis Attornatis vel successoribus suis, et nisi fecerint etc.

The condicion of this recognizaunce is suche that yf the above bounden John Argall and Rowland Argall and eyther of them their heires and executours and everie of them, doe well and truelie observe performe fulfill and kepe all and everie the covenants articles graunts agreements and things specified and comprized in one payer of Indentures made betwene the said [p. 94] John Argall and Rowland Argall of the one partie, and the above named the Master or keper and fellowes of the College of Gonevill and Caius aforesaid of the other partie,

bearing date the xxth daye of Aprill abovesaid in the twelfth the yere aforesaid, which on the parte and behalfe of the said John and Rowlande and either of them, their heires executors and Administratours and everie of them are to be observed performed fulfilled done and kepte according to the purporte tenore true meaning and effecte of the said Indentures, that then this presente Recognisaunce to be utterlye voide and of none effecte, or els the same to stande remaine and abide in his full strength force and vertue.

Irrotulata coram Domina Regina apud Westmonasterium termino Paschæ anno regni dominæ Elizabethæ nunc Reginæ Angliæ xii^o, Rot. xxi^o.

Capta et recognita apud Sergeantes Inne predicto die et Anno supradictis coram me Roberto Catelyn.

Per me Johannem Argall : per me Rowlandum Argall.

Copia finis Clementis Siseley, et Annæ uxoris ejus, Johannis et Rowlandi Argall, Magistro et sociis Collegii de Gonevill et Caius pro Bincombe et Woburne, recognitæ coram Roberto Catelyn primario Angliæ Justiciario.

Præcipe Clementi Siseley Armigero et Annæ uxori ejus Johanni Argall et Rowlando Argall generosis, filiis Thomæ Argall Armigeri, nuper defuncti, quod teneant Magistro sive Custodi et sociis Collegii de Gonevill et Caius fundati in honorem Annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ conventionem etc., de Manerio de Bincombe cum pertinentiis, Ac de quadraginta Messuagiis viginti Toftis triginta Cotagiis duobus molendinis tribus columbariis, xl gardinis, quadraginta pomariis mille et quingentis acris terræ centum acris prati iiii^o acris pasturæ, viginti acris bosci ducentis acris Jampnorum, et bruere, quadraginta acris alneti quadraginta acris moræ, quadraginta acris marisci, sexaginta sex solidis et octo denariatis redditus cum pertinentiis in Bincombe, nec non de advocatione Ecclesiæ parochialis de Bincombe predicto. Et nisi, etc.

Et est concordia talis scilicet quod predicti Clemens

[p. 95] et Anna Johannes et Rowlandus recognoverunt Manerium tenementa redditus et advocacionem predictam cum pertinentiis esse jus ipsorum Magistri sive Custodis et sociorum ut illa quæ iidem Magister sive Custos et socii habent de dono predictorum Clementis et Annæ Johannis et Rowlandi. Et illi remiserunt et quietum clamaverunt de se et hæredibus suis predictis Magistro sive Custodi et sociis et successoribus suis imperpetuum, Et preterea iidem Clemens et Anna concesserunt pro se et hæredibus ipsius Clementis quod ipsi warrantizant Manerium tenementa redditus et advocacionem predictam cum pertinentiis predictis Magistro sive Custodi et sociis et successoribus suis contra ipsos Clementem et Annam et hæredes ipsius Clementis imperpetuum. Et ulterius Idem Johannes concessit pro se et hæredibus suis quod ipsi warrantizant Manerium tenementa redditus et advocacionem predictam cum pertinentiis predictis Magistro sive Custodi et sociis et successoribus suis contra ipsum Johannem et hæredes suos imperpetuum. Ac etiam idem Rowlandus concessit pro se et hæredibus suis quod ipsi warrantizant Manerium tenementa redditus et advocacionem predictam cum pertinentiis predictis Magistro sive Custodi et sociis et successoribus suis contra ipsum Rowlandum et hæredes suos imperpetuum, Et pro hac etc.

Johannes
Yarrow cog-
novit partes
predictas.

Capta et recognita apud Sergeants Inne in
Fletestrete London xxvi^{to} die Aprilis Anno xii^o
Elizabethæ Reginae coram me Roberto Catelyn.

Per me Clementem Siseley: Anne Siseley.
per me Johannem Argall: per me Rowlandum Argall.

Copia finis Clementis Siseley et Annæ uxoris ejus pro
Manerio de Woburne in Comitatu Dorsettiæ.

Præcipe Clementi Siseley Armigero et Annæ uxori ejus quod teneant Magistro sive Custodi et sociis Collegii de Goneville et Caius fundati in honorem Annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ conventionem etc. de Manerio de Woborne cum pertinentiis, Ac de octoginta Messuagiis, quadraginta Cotagiis, quinque molendinis, quatuor columbariis, octo-

ginta gardinis, octoginta pomariis, mille acris terre, centum acris prati, quingenta acris pasturæ, sexaginta acris bosci, centum acris jampnorum et bruere, quadraginta acris moræ, quadraginta [p. 96] acris marisci, et quatuor libratibus redditus cum pertinentiis in Woborne et Sherborne. Et nisi etc.

Et est concordia talis, scilicet quod predicti Clemens et Anna recognoverunt Manerium tenementa et redditus predictos cum pertinentiis esse jus ipsorum Magistri sive Custodis et sociorum ut illa quæ iidem Magister sive Custos et socii habent de dono predictorum Clementis et Annæ. Et illi remiserunt et quietum clamaverunt de se et hæredibus suis predictis Magistro sive Custodi et sociis et successoribus suis imperpetuum, Et preterea iidem Clemens et Anna concesserunt pro se et hæredibus ipsius Clementis quod ipsi warrantizant Manerium tenementa et redditus predictos cum pertinentiis predictis Magistro sive Custodi et sociis et successoribus suis contra ipsos Clementem et Annam et hæredes ipsius Clementis imperpetuum. Et pro hac etc.

Johannes
Yarrow cog-
novit partes
predictas.

Capta et recognita apud Ive Lane juxta
Paules London xxvi^{to} die Novembris anno xiii^o
Elizabethæ Reginae coram me Roberto Catelyn.
Per me Clementem Siseley: Anne Siseley.

Memorandum.

Be it remembred that Mr Gilbert Gerarde Attorney generall to our Sovereigne Ladye quene Elizabeth, a great frende and wellwiller to this College, advised me Caius not to sewe oute theis fines of Clemente Siseley gent. and Anne his wife, nor of John and Rowland Argall gent., recognised before my Lorde chefe Justice to the Master and fellows of Gonevill and Caius College, for that it shoulde be a vayne expense of ix or x^{li} and not necessarie for the assuraunce: bycause the two Manors Bincombe and Woborne be in fee simple, and not in fee tayle, and never in the possession of anye of them mentioned in the fines, but in reversion to

M^r Clement Siseley and his heires : And further saith that the fyne of the Lorde Buchurste beinge but the yeare before obteyned and passed (the Copie whereof in this boke enseweth) is sufficient to debarre all men after fyve yeres, and is as good to all purposes for the College as if other fines from M^r Clement Siseley and Anne his wife, John and Rowlande Argall, ware sewed owte and hadde: And that this his Counsell was suche, [p. 97] as he himselfe wolde followe if the case were his. This I write to doe yow and your successours understande, whie this fine above written of M^r Clemente, and Anne Siseley, and of John and Rowland Argall, was not sewed out, and to the intent that neyther you nor your successors should hereafter loke for the fine, and seke for the same in the office of the Quenes fynes to have the cople thereof, to your or their losse of tyme monye and travayle.

Tenura et vetus possessio Manerii de
Bincombe, et Rectoriæ ejusdem.

Manerium de Bincombe in Comitatu Dorsettiæ tenetur in capite de domino Rege per vicesimam partem feodi militis: et rectoria ejusdem in socagio per fidelitatem tantum: ut ex his verbis in sequentibus transcriptis ex literis patentibus dominæ Reginæ apud Dominum de Buchurste remanentibus scire licet. Elizabeth Regina, etc., dedit et concessit Ricardo Baker armigero et Ricardo Sackville militi per literas suas patentes gerentes datam 3^o die Februarii, anno regni sui 2^o, inter alia, dominium et manerium de Bincombe cum suis juribus membris libertatibus privilegiis et pertinentiis universis in dicto comitatu Dorsettiæ quondam parcellam possessionum seu reventionum nuper Collegii Sancti Stephani Westmonasterii in comitatu nostro Middlesexiæ modo dissoluti, Necnon ad-vocationes, donationes, liberas dispositiones et jura patronatus rectoriarum et ecclesiarum de Bincombe Poxwell et Knighton in dicto Comitatu Dorsettiæ etc., Tenendum de nobis hæredibus et successoribus nostris Manerium de Bincombe per vicesimam partem unius feodi militis, et advocationes donationes et liberas

dispositiones et jura patronatus rectoriæ et ecclesiæ de Bincombe etc. de Manerio nostro de Estgrenewiche in Comitatu nostro Cantia per fidelitatem tantum in libero socagio et non in capite pro omnibus redditibus servitiis exactionibus decimis et demandis quibuscunque pro premissis seu aliquo premissorum nobis hæredibus et successoribus nostris quoquo modo reddendis solvendis vel faciendis etc.

Tenura et vetus possessio
Manerii de Woborne.

Manerium de Woburne parcella quondam possessionum nuper dissoluti Monasterii de Shirburne in Comitatu Dorsettiæ [p. 98] tenetur de Domino Rege in capite per vicesimam partem feodi militis.

De valore Maneriorum predictorum
cum Rectoria de Bincombe.

Manerium de Bincombe	}	valet per annum	}	xv ^{li} . ix ^s .
Manerium de Woborne	}	ultra reprisas	}	xiii ^{li} . vii ^s . viii ^d .
Rectoria de Bincombe	}	in Decanatu Dorsettiæ ut	}	valet per annum ix ^{li} . xvii ^d .
in libris Domini Regis				

Copia placiti Magistri sive Custodis et sociorum Collegii de Gonevill et Caius pro exoneratione homagii et fidelitatis, et de perdonatione licentiæ alienationis ad manum mortuam pro Maneriis de Bincombe et Woborne in Comitatu Dorsettiæ in scaccario Dominae Reginae Elizabeth apud Westmonasterium videlicet inter Recorda de Termino Paschæ anno tertio decimo ejusdem Reginae Elizabeth ex parte Rememoratoris Thesaurarii remanentis.

Memorandum quod preceptum fuit vicecomiti dicti Comitatus Dorsettiæ per breve Dominae Reginae nunc hujus scaccarii datum xii^{mo} die Novembris anno Regni prefatæ Dominae Reginae nunc Elizabeth xii^{mo}, quod non omitteret etc., quin eam

etc., Et quod distringeret Thomam Sackville militem dominum Buchurst per terras etc., ita etc. in octavis Sancti Hilarii ad faciendum prefatæ Dominæ Reginæ nunc homagium et fidelitatem pro Maneriis de Bincombe et Woborne cum pertinentiis in dicto Comitatu Dorssettiae ac omnibus messuagiis terris tenementis et hereditamentis quibuscunque in Bincombe Woborne et Sherborne in dicto Comitatu Dorssettiae dictis Maneriis de Bincombe et Woborne quoquo modo spectantibus sive pertinentibus, quæ de prefata domina Regina tenentur in capite, et de quibus prefatus Thomas seisitus existit in dominico suo ut de feodo, Et quod idem vicecomes haberet hic tunc breve predictum sibi in premissis directum, sicut continetur in parte...originalium de Anno reginæ nunc...rotulo.... Ad quem diem vicecomes dicti Comitatus Dorssettiae videlicet Willelmus Hodbye armiger retornavit hic breve predictum sibi in premissis directum. Et mandavit per indorsamentum ejusdem brevis quod prefatus Thomas Sackville miles dominus Buckhurst nihil ad tunc habuit in maneriis predictis cum pertinentiis per quod potuit [p. 99] distringi. Super quo preceptum fuit eidem vicecomiti dicti Comitatus Dorssettiae per aliud breve prefatæ Dominæ Reginæ nunc hujus scaccarii datum xii^{mo} die Februarii dicto anno regni sui xii^{mo} quod non omitteret etc., quin eam etc., et quod distringeret tenentes Maneriorum predictorum de Bincombe et Woborne cum pertinentiis per terras, etc. ita etc. in crastino Clausi Paschæ ad faciendum prefatæ Dominæ Reginæ nunc homagium et fidelitatem pro premissis, necnon ad ostendendum eidem Dominæ Reginæ nunc qualiter et quo titulo ingressi sunt et tenent premissa, Et quod idem vicecomes haberet hic tunc nomina tenentium predictorum et breve predictum sibi in premissis directum. Ad quem diem vicecomes dicti Comitatus Dorssettiae, videlicet prefatus Willelmus Hodbye armiger, retornavit hic breve predictum sibi in premissis directum. Et mandavit per indorsamentum ejusdem brevis quod Ægidius Alington miles et domina Margareta uxor ejus, ac Magister sive Custos et socii Collegii de Gonevill et Caius fundati in honorem Annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ fuerunt tenentes dictorum Maneriorum de Bincombe et Woborne cum pertinentiis in dicto Comitatu

Dorssettiae. Et quod iidem Ægidius Allington miles et domina Margareta uxor ejus et Magister sive Custos ac socii Collegii predicti districti fuerunt, unde exitus etc. Et modo scilicet ad predictum crastinum Clausi Paschæ hoc termino, venerunt hic prefati Ægidius Allington miles et domina Margareta uxor ejus, ac quidem Johannes Caius in medicinis doctor nunc Magister sive Custos predicti Collegii de Gonvill et Caius in dicta universitate Cantabrigiæ et socii ejusdem Collegii per T. L. eorum Attornatum, et petunt auditum premissorum et eis leguntur. Quibus literis sic (?) per ipsos auditis et intellectis iidem Ægidius Allington miles et domina Margareta uxor ejus et Magister sive Custos et socii Collegii predicti queruntur se in terris et catallis suis colore premissorum pro ingressu suo predicto graviter districtos vexatos et inquietatos fore et hoc minus juste. Quia quoad eundem ingressum suum dicunt, quod verum est quod diu antequam ipsi aliquid habuerint in predictis Maneriis de Bincombe et Woborne cum pertinentiis in dicto Comitatu Dorssettiae prefatus Thomas Sackville miles dominus Buckhurste fuit seisitus de et in eisdem Maneriis de [p. 100] Bincombe et Woborne cum suis juribus membris et pertinentiis universis in dicto Comitatu Dorssettiae (in) dominico suo ut de feodo. Et idem Thomas Sackville miles dominus Buckhurste sic inde seisitus existens per quoddam scriptum suum indentatum gerens datam vii^{mo} die Februarii anno regni prefatæ Dominæ Reginæ nunc Elizabethæ xii^{mo} certis de causis et considerationibus ipsum tunc moventibus, dedebat (sic) concedebat barganizabat vendidebat per idem scriptum suum prefatis Ægidio Allington militi et dominæ Margaretæ uxori ejus et cuidam Clementi Siseley armigero, predicta Maneria de Bincombe et Woborne cum suis juribus membris et pertinentiis in dicto comitatu Dorssettiae, per nomina omnium illorum Maneriorum suorum de Bincombe et Woborne in Comitatu Dorssettiae cum suis juribus membris et pertinentiis, Ac omnium messuagiorum burgagiorum terrarum tenementorum pratorum pasturarum communarum faldagiorum ovium boscorum subboscorum reddituum reversionum curiarum letarum lawdays et omnium et singulorum aliorum jurium jurisdictionum prehemementiarum privilegiorum commoditatum et hereditamento-

rum cum eorum pertinentiis dictis dominiis et Maneriis de Bincombe et Woborne vel eorum alteri pertinentibus sive spectantibus, Ac reversionis et reversionum omnium et singulorum dominiorum et Maneriorum predictorum, Habenda tenenda et gaudenda predicta Maneria de Bincombe et Woborne cum suis juribus et pertinentiis universis prefato Ægidio Allington et dominæ Margaretæ uxori ejus pro et durante vita naturali ipsius dominæ Margaretæ absque impetitione alicujus vasti, Et post decessum ipsius dominæ Margaretæ remanerent predicta Maneria de Bincombe et Woborne cum suis juribus membris et pertinentiis prefato Clementi Siseley hæredibus et assignatis suis imperpetuum ad usum ejusdem Clementis hæredum et assignatorum suorum imperpetuum, prout per unam partem scripti predicti sigillo ipsius Thomæ Sackville militis domini Buckhurste sigillatam ac in dorso clausarum Cancellarii ipsius dominæ Reginæ infra sex menses irrotulatam, Curiaque hic ostensam et prolatam inter alia apparet. Et dicunt ulterius prefati Ægidius Alington miles et domina Margareta uxor ejus et Magister sive Custos et socii Collegii predicti de Gonevill et Caius in dicta universitate Cantabrigiæ, quod postea quidem finis levata fuit in Curia prefatæ Dominæ Reginæ nunc apud Westmonasterium a die Paschæ in xv dies anno regni prefatæ Dominæ Reginæ nunc [p. 101] Elizabeth a conquestu xii^{mo} coram Jacobo Dier Richardo Weston Johanne Walshe et Ricardo Harpur Justiciariis et aliis Dominæ Reginæ fidelibus tunc ibi presentibus inter prefatos Egidium Alington et Margaretam uxorem ejus ad tunc querentes et prefatum Thomam Sackville militem dominum Buckhurste et Ceciliam uxorem ejus deforciantes de dictis Maneriis de Bincombe et Woborne cum pertinentiis per nomina Maneriorum de Bincombe et Woborne cum pertinentiis, Ac centum messuagiorum quadraginta cotagiorum decem molendinorum centum gardinorum, centum pomariorum trium millium acrarum terrarum centum acrarum prati quingenta acrarum pasturæ centum acrarum bosci sexaginta acrarum jampnorum et bruere et quatuor libratarum redditus cum pertinentiis in Bincombe Woborne et Sherborne in dicto Comitatu Dorsettiæ unde placitum conventionis ad tunc

summonitum fuit inter eos in eadem curia, Scilicet quod predicti Thomas et Cecilia ad tunc concesserunt predictis Egidio et Margaretæ predicta Maneria et tenementa, et illa eis reddiderunt in eadem curia, Habenda et tenenda eidem Egidio et Margaretæ de capitalibus dominis feodi illius per servitia quæ ad predicta Maneria et tenementa pertinent tota vita ipsius Margaretæ, Et post decessum ipsius Margaretæ predicta Maneria et tenementa cum pertinentiis integre remanerent prefato Clementi Siseley armigero et hæredibus suis, Tenenda de capitalibus dominis feodi illius per servicia quæ ad predicta Maneria et tenementa pertinent imperpetuum. Et predictus Thomas et hæredes sui warrantizabunt predictis Ægidio et Margaretæ tota vita ipsius Margaretæ, et etiam predicto Clementi et hæredibus suis, predicta Maneria et tenementa cum pertinentiis sicut predictum est contra predictum Thomam et hæredes suos imperpetuum: prout in chirographo finium illius Curie hic ostensum et prolatum inter alia plene apparet. Quorum premissorum pretextu, prefati Egidius Alington miles et domina Margareta uxor ejus fuerunt seisisi de et in predictis Maneriis de Bincombe et Woborne cum suis juribus membris et pertinentiis universis predictis in dominico suo ut de libero tenemento pro termino vite ipsius Margaretæ, reversione feodi simplicis inde post decessum ipsius Margaretæ prefato Clementi Siseley armigero et hæredibus suis ut predictur spectante et pertinente. Et predictus Clemens Siseley [p. 102] armiger sic de reversione feodi simplicis Maneriorum de Bincombe et Woburne cum pertinentiis juribus et membris suis predictis in forma predicta seisitus existens, per quoddam scriptum suum indentatum, gerens datam xx^{mo} die Aprilis anno Regni prefatæ dominæ Reginæ nunc Elizabeth xii^{mo}, inter ipsum Clementem Siseley per nomen Clementis Siseley de Eastburie Hall in parochia de Barkinge in Comitatu Essexiæ armigeri ex una parte, et predictos Magistrum sive Custodem et socios predicti Collegii de Gonevill et Caius, per nomina Magistri sive Custodis et sociorum Collegii de Gonvill et Caius fundati in honorem Annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ, ex altera parte confectum, idem Clemens Siseley pro et in consideratione summæ tre-

centarum novem librarum bonæ et legalis monetæ Angliæ sibi prefato Clementi ad sigillationem scripti predicti per prefatos Magistrum sive Custodem et socios bene et fideliter solutæ barganizabat vendidebat et concedebat per idem scriptum suum prefatis Magistro sive Custodi et sociis et successoribus suis predictum Manerium de Bincombe cum pertinentiis in dicto comitatu Dorssettiae per nomen totius illius Manerii sive domini sui de Bincombe cum suis juribus membris et pertinentiis universis in dicto Comitatu Dorssettiae vel alibi, Ac omnium terrarum dominicalium tenementorum et hæreditamentorum dicto Manerio pertinentium vel aliquo modo spectantium scituatorum jacentium et existentium in Bincombe vel alibi in dicto comitatu Dorssettiae dicto Manerio spectantium sive pertinentium ac ut pars sive parcella inde habitorum et cognitorum sive existentium, Ac etiam omnium illorum messuagiorum, burgagiorum, domorum, ædificiorum, hortorum, gardinorum, terrarum, tenementorum, pratorum, pasturarum, pascuarum, faldagiorum ovium, piscium, piscationum, aquarum, piscinarum, boscorum, subboscorum, cum solo eorundem, reddituum liberorum tenentium et tenentium per copiam rotulorum curiarum, reddituum firmarum serviciorum, reddituum oneratorum, reddituum seck', communiarum terrarum vastarum, communiarum pasturarum, morarum, mariscorum, minerarum, quarrerarum, proficuorum commoditatum, curiarum letarum, proficuorum curiarum et letarum, libertatum, franchessarum herietorum wardorum maritagiorum releviorum waiviatorum extrahurarum et omnium aliorum hæreditamentorum quorumcunque dicto Manerio spectantium sive pertinentium, scituatorum et existentium in Bincombe vel [p. 103] alibi in dicto comitatu Dorssettiae, Ac reversionem et reversiones Manerii predicti et omnium aliorum premissorum cum pertinentiis ac totum jus titulum interesse clameum et demandam sua in et ad idem Manerium et quamlibet inde partem et parcellam, Habendum et tenendum predictum Manerium de Bincombe ac omnia et singula premissa cum pertinentiis ac reversionem et reversiones inde prefatis Magistro sive Custodi et sociis et successoribus suis ad proprium opus et usum eorundem Magistri sive Custodis ac sociorum ac successorum suorum imperpetuum, prout per unam partem dicti scripti

indentati sigillo ipsius Clementis Siseley sigillati manuque sua propria subscripti, ac coram domina Regina apud Westmonasterium termino Paschæ anno Regni prefatæ dominæ reginæ nunc Elizabeth xii^{mo} rotulo xxii^{do} irrotulati, curiæque hic ostensi et prolati inter alia plene apparet. Cujus quidem scripti donationis concessionis et irrotulamenti predicti pretextu prefati Magister sive Custos et socii dicti Collegii de Gonvill et Caius in dicta universitate Cantabrigiæ fuerunt seisiti de et in reversione feodi simplicis dicti Manerii de Bincombe cum suis juribus membris et pertinentiis universis in dicto Comitatu Dorssettiae et cæterorum premissorum omnium et singulorum superius specificatorum eidem Manerio spectantium sive pertinentium in dominico suo ut de feodo et jure Collegii sui predicti. Et dicunt ulterius prefati Ægidius Alington miles et domina Margareta uxor ejus ac Magister sive Custos et socii dicti Collegii de Gonevill et Caius fundati in honorem Annunciationis beatæ Mariæ virginis in dicta universitate Cantabrigiæ quod prefatus Clemens Siseley armiger similiter sic de et in reversione feodi simplicis dicti Manerii de Woborne cum suis juribus membris et pertinentiis universis in dicto Comitatu Dorssettiae per et post mortem dictæ dominæ Margaretæ uxoris dicti Egidii Alington militis seisitus existens per quoddam aliud scriptum indentatum gerens datam xxiii^{to} die mensis Novembris Anno Regni prefatæ dominæ reginæ nunc Elizabeth xiii^{mo} inter ipsum prefatum Clementem Siseley per nomen Clementis Siseley de Eastburye Hall in dicta parochia de Barkinge in dicto Comitatu Essexiæ armigeri ex una parte et prefatos Magistrum sive Custodem et socios predicti Collegii de Gonevill et Caius [p. 104] fundati in honorem Annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ ex altera parte confectum, idem Clemens Siseley armiger pro summa ducentarum sexaginta librarum bonæ et legalis monetæ Angliæ sibi prefato Clementi Siseley ad sigillationem scripti predicti per prefatos Magistrum sive Custodem et socios Collegii predicti soluta barganizabat vendebat dedebat (sic) et concedebat prefatis Magistro sive Custodi et sociis Collegii predicti et successoribus suis, predictum Manerium de Woborne cum suis juribus membris et pertinentiis universis in dicto Comitatu Dorssettiae per nomen

totius illius Manerii sive dominii sui de Woborne cum suis juribus membris et pertinentiis universis in dicto Comitatu Dorsettiæ vel alibi. Ac omnium terrarum dominicalium terrarum tenementorum et hæreditamentorum dicto Manerio spectantium seu aliquo modo pertinentium scituatorum jacentium et existentium in Woborne vel alibi in dicto Comitatu Dorsettiæ, ac ut pars et parcella Manerii predicti cognitorum reputatorum sive occupatorum existentium, Ac omnium illorum messuagiorum burgagiorum domorum ædificiorum hortorum gardinorum terrarum tenementorum pratorum pasturarum pascuarum cursuum faldagii ovium piscariarum piscium aquarum boscorum subboscorum cum solo eorundem, reddituum liberorum tenentium, et tenentium per copiam rotulorum curiarum, reddituum firmarum, serviciorum, reddituum oneris, reddituum siccorum, communiarum terrarum vastarum, communiarum pasturarum, morarum, mariscorum, minerarum, quarrerarum, proficuorum commoditatum, curiarum letarum, proficuorum curiarum et letarum, libertatum, franchessiarum, herietorum, wardorum, maritagiorum, releviorum, waiviatorum, extrahurarum, ac omnium aliorum hæreditamentorum quorumcunque dicto Manerio spectantium sive pertinentium scituatorum jacentium et existentium in Woborne vel alibi in dicto Comitatu Dorsettiæ, Ac reversionem et reversiones predicti Manerii et cæterorum premissorum cum pertinentiis, Ac totum jus titulum interesse clameum et demandam sua in et ad idem Manerium ac ad quamlibet inde partem et parcellam, Habendum et tenendum predictum Manerium de Woborne ac omnia et singula premissa cum pertinentiis ac reversionem et reversiones predicti Manerii prefatis Magistro sive Custodi et sociis ac successoribus suis ad opus et usum predictorum Magistri sive Custodis et sociorum et successorum suorum imperpetuum, prout per unam partem scripti predicti sigillo ipsius Clementis Siseley sigillati manuque sua propria subscripti ac irrotulati coram domina Regina apud Westmonasterium de termino Sancti Michaelis Anno regni prefatæ dominæ reginæ nunc Elizabeth xiii^{mo} et xiii^{mo}, Rotulo xxiiii^o, curiæque hic ostensi et prolati inter alia plene apparet.

[p. 105] Cujus quidem scripti doni concessionis et irrotulamenti predicti pretextu, prefati Magister sive Custos et socii

dicti Collegii de Gonevill et Caius in dicta universitate Cantabrigiæ fuerunt seisiti de et in predicta reversione feodi simplicis dicti Manerii de Woborne cum pertinentiis suis universis predictis, et cæteris premissis in dominico suo ut de feodo in jure Collegii sui predicti. Et dicunt ulterius prefati Egidius Alington miles et domina Margareta uxor ejus, et Magister sive Custos et socii dicti Collegii de Gonevill et Caius in dicta universitate Cantabrigiæ quod prefata domina Regina nunc Elizabeth postea per quendam Actum parlamenti in Parlamento suo apud Westmonasterium secundo die mensis Aprilis anno regni sui xiii^{mo} inchoato et ibidem continuato ad et usque dissolutionem ejusdem, bene placata et contentata fuit quod autoritate ejusdem Parlamenti inactitaretur modo et forma sequente, videlicet quod omnis et quilibet subditorum suorum tam spiritualium quam temporalium hujus regni sui Angliæ Walliæ Insularum de Jernesey et Garnesey ac villæ Barwici hæredes successores executores et administratores sui et eorum cujuslibet ac omnia et singula corpora aliquo modo corporata, civitates, burgi, comitatus, ridingæ, hundredi, lathæ, rapæ, wapentagia, villæ, villatæ, hamletæ et tythingæ et eorum quilibet, ac successor et successores eorum cujuslibet, autoritate ejusdem parlamenti essent acquietati perdonati relaxati et exonerati erga eandem dominam reginam nunc hæredes et successores suos et eorum quemlibet de omnimodo prodicionibus feloniiis robariis offensis contemptibus alienacionibus communibus sine licentia transgressionibus intrusionibus infractionibus injuriis deceptionibus malegesturis forisfactoris penalitatibus et denariorum summis, penis mortalibus, penis corporalibus et pecuniariis, ac generaliter de omnibus aliis rebus causis quærelis sectis judiciis et executionibus in predicto Actu postea non exceptis neque forprizatis quæ per ipsam dominam Reginam in aliquo modo sive medio perdonari potuissent ante et usque xiiii^{to} diem Februarii tunc ultimum preteritum eodem anno xiii^{mo}, cuilibet aut alicui dictorum subditorum suorum corporum corporatorum civitatum burgorum civitatum ridingarum hundredorum latharum raparum wapentagiorum villarum villatarum et tythingarum aut eorum alicujus et quæ in predicto actu liberæ [p. 106] perdonationis non excipiuntur neque forprizantur.

Et eadem Domina Regina ex sua liberalitate autoritate Parliamenti predicti libere dedit cuilibet dictorum subditorum suorum corporum corporatorum et eorum cuilibet omnia bona et catalla debita fines exitus proficua amerciamenta forisfacturas et denariorum summas per eorum aliquem forisfacta quæ prefatæ dominæ Reginæ spectabant sive pertinebant ratione alicujus offensionis contemptus transgressionis inractionis malegesturæ materiæ causæ vel quærelæ factæ sive commissæ per ipsos vel eorum aliquem ante predictum xiiii^{um} diem Februarii quæ in predicto Actu plane nec forprizantur neque excipiuntur prout in tenore Actus illius Thesaurario et Baronibus hujus scaccarii per breve Dominæ Reginæ nunc de 'mittimus' hic misso et irrotulato in memorandis ejusdem scaccarii de predicto anno xiii^{mo} Reginæ nunc videlicet inter...de termino ...ex parte Rememoratoris Reginæ inter alia plenius continetur. Et dicunt ulterius prefati Egidius Alington miles et domina Margareta uxor ejus, Magister sive Custos et socii dicti Collegii de Gonevill et Caius fundati in honorem beatæ Mariæ virginis in dicta universitate Cantabrigiæ, quod ipsi tempore confectionis Actus predicti fuerunt ac modo sunt subditi dictæ dominæ Reginæ nunc hujus Regni sui Angliæ, necnon quod ipsi nec hujusmodi offensiones contemptus alienaciones sine licencia transgressiones intrusiones infractiones injurias deceptiones malegesturas forisfacturas penalitates et proficua denariorum summis ante predictum xiiii^{um} diem Februarii dicto anno xiii^{mo} Reginæ nunc in forma predicta facta et in predicto placito superius specificata in predicto Actu liberæ perdonationis non excipiuntur neque forprizantur, prout in exceptionibus Actus illius inter alia plenius continetur. Et dicunt ulterius prefati Johannes Caius Magister sive Custos dicti Collegii de Gonevill et Caius in dicta universitate Cantabrigiæ et socii ejusdem, quod ex quo ipsi sunt unum corpus corporatum et politicum in re nomine et facto incorporatum, ideo ipsi homagium aliquod seu fidelitatem aliquam prefatæ dominæ Reginæ nunc pro dictis Maneriis de Bincombe et Woborne facere non possunt nec debent. Quæ omnia et singula prefati Egidius Allington miles et domina Margareta uxor ejus, Magister sive Custos et socii Collegii de Gonevill et Caius fundati in honorem Annuncia-

cionis beatæ Mariæ virginis in dicta universitate Cantabrigiæ parati sunt verificare prout Curia etc, unde non intendunt quod dicta domina Regina nunc ipsos ulterius in premissis impetere [p. 107] seu occasionare velit. Et petunt iudicium quod ipsi quoad ingressum suum predictum eant ad presens siue die pretextu premissorum. Et quod ipsi prefati Johannes Caius Magister sive Custos Collegii predicti et socii ejusdem quoad aliquod homagium seu fidelitatem pro Maneriis predictis in hac curia faciendum ab hac curia dimittantur.

Et visis premissis per Barones, habitaque matura deliberatione inde inter eosdem, dictum est per eosdem Barones prefato Ægidio Allington militi et Dominæ Margaretæ uxori ejus ac prefatis Johanni Caius in Medicinis Doctori Magistro sive Custodi dicti Collegii de Gonevill et Caius in dicta universitate Cantabrigiæ et sociis ejusdem, quod ipsi quoad ingressum suum predictum eant ad presens sine die pretextu premissorum, Ac quod iidem Magister sive Custos et socii Collegii predicti quoad homagium aliquod seu fidelitatem aliquam prefatæ Dominæ Reginæ nunc pro Maneriis de Bincombe et Woborne predictis in hoc scaccario faciendum ab hac curia dimittantur, salva fidelitate prefati Egidii Alington militis et dominæ Margaretæ uxoris ejus Dominæ Reginæ nunc in premissis debitis.

Licentia alienationis dominæ Reginæ Thomæ
 Domino Buckhurste ut alienare liceat Ma-
 neria de Bincombe et Woborne Clementi
 Siseley armigero.

Elizabeth dei gratia Angliæ Franciæ et Hiberniæ Regina fidei defensor etc. Omnibus ad quos presentes literæ pervenerint salutem. Sciatis quod nos de gratia nostra speciali ac pro novem libris et decem et septem solidis nobis solutis in hano-perio nostro, concessimus et licentiam dedimus, ac per presentes concedimus et licentiam damus pro nobis hæredibus et successoribus nostris quantum in nobis est, prædilecto et fideli nostro Thomæ domino Buckhurste quod ipse omnia illa Maneria sua

de Bincombe et Woborne cum omnibus et singulis suis juribus membris et pertinentiis universis in Comitatu nostro Dorsettiæ (quæ de nobis tenentur in capite ut dicitur) dare possit et concedere vendere alienare aut cognoscere per finem sive recuperationem in curia nostra coram Justiciariis nostris de Banco apud Westmonasterium levandam seu aliter aut alio modo quocunque ad libitum ipsius Thomæ Domini Buckhurst dilecto nobis Clementi Sisely de Estbery Hall infra parochiam de Barking in Comitatu Essexiæ armigero, Habenda et tenenda Maneria predicta cum pertinentiis universis prefato Clementi hæredibus et assignatis suis ad solum et proprium opus et [p. 108] usum ipsius Clementis hæredum et assignatorum suorum imperpetuum de nobis hæredibus et successoribus nostris per servitia inde debita et de jure consueto. Et eidem Clementi quod ipse Maneria predicta cum pertinentiis a prefato Thoma Domino Buckhurst recipere possit et tenere sibi et hæredibus et assignatis suis predictis de nobis hæredibus et successoribus nostris predictis per servitia predicta sicut predictum est tenore presentium similiter licentiam dedimus ac per presentes damus speciale. Nolentes quod predictus Thomas dominus Buckhurste vel hæredes sui, aut prefatus Clemens hæredes vel assignatores sui ratione premissorum sive eorum alicujus per nos vel hæredes nostros Justiciarios Escaetores vicecomites Ballivos aut alios Ministros seu subditos nostros quoscunque inde occasionentur molestentur vexentur perturbentur in aliquo seu graventur nec eorum aliquis inde occasionetur molestetur vexetur perturbetur in aliquo seu gravetur. In cujus rei testimonium has literas nostras fieri fecimus patentes. Teste meipsa apud Westmonasterium tertio die Februarii anno regni nostri duodecimo

Clemens Siseley ju-	}	Solutum	{	xx ^s iiii ^d pro sigillo	}	Cotton
ratus coram Thoma				ix ^u xvii ^s pro fine		
Huick.				iiii ^s ii ^d pro irrotulatione		

Exemplificatio Indenturæ tripartitæ per quam Thomas dominus de Buckhurste vendidit Manerium de Bincombe et Woborne in Comitatu Dorsettiæ Egidio Alington militi et dominæ Margaretæ uxori ejus pro termino vitæ ejusdem Margaretæ, et post mortem ejus Clementi Siseley et hæredibus suis: et per quam vicissim Thomæ domino Buckhurste venduntur Maneria de Imberhorne et Sharnefold in Comitatu Sussexiæ et Surrey, cum mutua exoneratione pro eisdem etc. prout sequitur.

This Indenture tripartite made the xiith daye of February in the xiith yere of the reigne of our soveraigne Ladye Elizabeth by the Grace of God of England Fraunce and Ireland Quene, defender of the Faith, etc. **Between** the right honorable Sir Thomas Sackvill Knight Lord Buckhurste on the first parte, Sir Giles Allington Knight and the Lady Margaret his wyfe, Richard Argall Gabriel Argall Edmund Argall John Argall Rowland Argall and Lawrence Argall sonnes of the said [p. 109] Margaret on the secunde partie, And Clement Siseley of Eastburie hall in the countie of Essex Esquier on the thirde partie: **Witnesseth** that the said Sir Gyles Allington Knight and the Ladie Margaret his wyfe, the said John Argall, Rowland Argall, and Lawrence Argall for dyverse good causes and consideracions them and everye of them movinge, and by vertue of the Quenes Majesties licence in this behalfe first hadde and obteyned, have geven granted bargained and solde and by theis presents for them and their heires and the heires of everie of them doe by these presents geve grante bargain and sell unto the said Sir Thomas Sackvill Knighte Lorde Buckhurste his heires and assignes for ever all that the Mannor of Imberhorne with the rights members and appurtenaunces thereof in the counties of Sussex and Surrey, And also all and singuler messuages burgages edifices millnes orchardes gardens, landes tenements medowes, leasues, pastures, commons, and common of pasture, shepegates foldcurses woodes underwoodes tenthes tythes waters fishings streames, ponds, rivers, heth, firse and also all and singular Courts leets profitts of Courts and leets, fines amerciements rents of copiholders fre tenants

rents of Assise wayves strayes heriotts wards mariages eschetes and all other rights roialties, jurisdictions preheminenances commodities advantages profitts and hereditaments whatsoever in Imberhorne Filtibridge Estgrensted Westthothely Horsted Keynes Tauridge and Godstone in the counties of Sussex and Surrey and elsewhere to the said Manor in any wise belonginge or apperteyninge, or as parte or parcell thereof knowne taken esteemed and reputed, and with the same or any parte or parcell thereof demised, and all that the tythe hay of Estgrinsted in the said countie of Sussex and other tythes whatsoever: And the reversion and reversions of all and singular the premisses and of everie parte and parcell thereof: And all rents services and yerely profitts whatsoever reserved upon whatsoever lease or graunt made of the said premisses or any parte thereof, together with all and singular the evidences escripts charters [p. 110] writings and muniments, Courte rolles, terrars and rentalls concerninge the said premisses or any parte or parcell thereof. **To have** and to holde the said Manor of Imberhorne with the rights members and appurtenances thereof tythe haye and all and singular other the premisses with the appurtenances whatsoever to the said Lorde Buckhurste his heires and assignes for ever to the onlye use of the said Lorde Buckhurste his heires and assignes for ever. And also the said Sir Giles Allington and the Ladie Margaret his wyfe the said Gabriel Argall and Edmund Argall sonnes of the said Ladie Margaret for diverse good causes and considerations them specially moovinge, by vertue of the Quenes Majesties licence in this behalfe first hadde and obteyned have geven graunted bargained and solde, and by these presents for them and their heires and the heires of everie of them doe geve graunte bargain and sell unto the said Sir Thomas Sackville knight Lorde Buckhurste his heires and assignes for ever all that the Manor of Sharneforde with the rights members and appurtenances thereof in the said countie of Sussex or elsewhere, and also all and singular messuages burgages milnes, edifices, orchards gardens, lands tenements medowes leasues pastures commons common of pasture tythes shepegates foldecourses wodds underwoods waters fishings streames ponds rivers heth,

firste and also all and singular Courts leets, profitts of courts and leets, fines, amerciaments, rents of copiholders, fre tenants, rents of assise, mores marshes waives straves heriotts wards mariages eschets and all other rights royalties jurisdictions preheminences commodities advantages profitts and hereditaments whatsoever thei be in Shernefold Arlington Hailsam Willingdon Pevensey Westham and Filtibridge in the said Countie of Sussex or elsewhere to the said Manor of Shernefolde or any parte or parcell thereof belonginge or apperteyning, or accepted reputed knowen used or letten with the same or any parte thereof: and the reversion and reversions of the said Manor of Sharnfold and of all other the premisses and of everie parte and parcell thereof, and all rents services and yerely profitts whatsoever reserved upon whatsoever lease or graunte made of the said Manor of Shernefold or any parte or parcell thereof together with all writings charters escripts [p. 111] miniments courte rolles terrars and rentals concerninge the said Manor of Shernefold or any parte or parcell thereof. *To have* and to hold the said Manor of Sharnfold with the rights membres and appertinaunces thereof and all and singular other the premisses with thappertenaunces last before bargained and solde unto the said S^r Thomas Sackville Knight Lorde Buckhurste his heires and assignes for ever to the onely use and behofe of the said S^r Thomas Sackvill Knight Lorde Buckhurste his heires and assignes for ever. *And* the said Lorde Buckhurste for diverse good causes and considerations him movinge by vertue of the Quenes Majesties license in this behalfe obteyned hath geven graunted bargained and solde and by these presents doth geve graunte bargain and sell unto the said Sir Giles Alington and the Ladie Margaret his wife and the said Clement Siseley Esquier all those his manors of Bincombe and Woborne in the Countie of Dorset with their rights members and appertenaunces and also all messuages burgages lands tenements medows leasues pastures commons foldage of shepe, woods underwoods rents reversions services courts leets lawdayes and all and singular other rights jurisdictions preheminences priviledges commodities and hereditaments with their appertenaunces to the said Lordshippes

and Mannors of Bincombe and Woborne belonging or apperteyninge and all rents services and yerely profits reserved upon whatsoever lease or graunte leases or grauntes made of the said Manors of Bincombe and Woborne or of any parte of them, **To have** holde and enjoye the said Manors of Bincombe and Woborne with their rights members and appurtenaunces to the said Sir Giles Alington and the Ladie Margaret his wife for and duringe the naturall lyfe of the said Ladie Margaret without impeachment of any waste, and after the decease of the said Ladie Margaret the remainder of the said Manors of Bincombe and Woborne with their rights members and appur-
[p. 112] tenaunces to the said Clement Siseley his heires and assignes for ever to the use of the said Clement Siseley his heires and assignes for ever. And the said Clement Siseley Richarde Argall Gabriell Argall Edmund Argall John Argall Rowlande Argall and Lawrence Argall for them and either of them their heires executors and administratours, and for the heires executors and administrators of them and either of them, and the said Sir Giles for himselfe onlye for and duringe the lyfe of the said Ladie Margaret, for and in respecte and consideration onelie of the tytle intereste and estate of the said Sir Giles Alington which he hathe and now doth enjoye and possesse for and duringe the lyfe naturall of the said Lady Margaret his wife, do covenante and grante to and with the said Lorde Buckhurste his heyres and assignes by theis presents in maner and forme followinge, that is to saye, that thei the said Sir Giles and Ladie Margaret his wyfe ben seased of a good and perfitt estate of the said Manor of Imberhorne for terme of the lyfe of the said Ladie Margaret, withoute any maner of condicion, the remaynder thereof after hir decease unto the said John Argall and Rowland, and to the heires of their two bodies lawfully begotten, and for defalte of suche issue unto the said Lawrence Argall and his heires for ever. And that thei all have or summe of them hath full power and lawfull righte and authoritie to geve graunte bargaine and sell to the said Lorde Buckhurste his heires and assignes for ever, to his and their onlye use, in maner and forme aforesaid the said manor of Imberhorne and the tythe haye aforesaid and other the

premisses to the said manor belonginge and apperteyninge. **And** that the said Sir Giles and the Ladie Margaret his wyfe ben seased of a good and perfect estate of the said manor of Sharnefolde for tearme of the lyfe of the said Ladie Margaret, withoute any maner of condicion the remainder thereof after the decease of the said Ladie Margaret to the said Gabriell Argall and Edmund Argall and to the heires of the two bodies lawfullye begotten, and for defalte of suche issue, unto the said [p. 113] Thomas Argall and his heires for ever. And that thei all have or summe of them hath as aforesaid full power and lawfull authoritie to geve grante bargaine and sell the said Manors of Sharnefolde and Imberhorne and all other the premisses thereto belonginge or apperteyning with the appurtenaunces to the said Lorde Buckhurste his heires and assignes in maner and forme aforesaid. **And** that the said Lorde Buckhurst his heires and assignes shall and maye from henceforthe for ever have hold occupie and enjoye the said Manors of Sharnefolde and Imberhorne and the tythe of hays and corne in Estegrensted aforesaid and all and singular other the premisses with thappurtenaunces before bargained and solde unto the said Lorde Buckhurst his heires and assignes as aforesaid withoute any lawfull eviction expulsion troble impediment vexation or disturbance of the said Sir Giles Alington the Ladie Margaret his wife, Richarde Argall, Gabriel, Edmund, John, Rowland, and Lawrence, or any of them their heires and assignes or the heires or assignes of any of them. And withoute any lawfull disturbance interruption eviction or expulsion of any person or persones whatsoever anything of in or to the said premisses or any parte thereof clayming in by or from them or any of them their heires and assignes or the heires or assignes of any of them, or by from or under Thomas Argall esquier deceased late husbände of the said Ladie Margaret. **And** that thei the said Clement Siseley, Richard Argall, Gabriel, Edmund, John, Rowland and Lawrence, and everie of them their heires and assignes and the heires and assignes of everie of them, and the said Sir Giles and Ladie Margaret duringe the lyfe of the said Ladie Margaret for and in consideration and respecte onelie of the title interest and estate of

the said Sir Giles Alington which he hath and nowe doth enjoye and possesse for and during the lyfe naturall of the said Ladie Margaret his wyfe, shall and will discharge acquite or els sufficientlye save harmeles as well the said Lord Buckhurst his heires and assignes as also the said Manors of Sharnefolde and Imberhorne with their appurtenaunces and the said tithe haye of Estgrinsted, and all and singular other the premisses with the appurtenaunces geven granted bargained and solde [p. 114] unto the said Lord Buckhurst his heires and assignes as aforesaid of and from all former bargaines, sales, joynters, dowers, gifts, grants, leases, rents, services, rents charge, rents seck, recognisances, statutes, executions, troubles, and demands whatsoever hadde made suffred or done by them or either of them and by the said Thomas Argall deceased. And that thei the saide Sir Giles and the Ladie Margaret duringe the lyfe naturall of the said Ladie Margaret for and in respecte and consideration onlie of the title interest and estate of the said Sir Giles Alington which he hath and nowe dothe enjoye and possesse for and during the lyfe naturall of the said Ladie Margaret his wife, the said John, Rowland, and Lawrence Argall, and everie of them and the heires of the said John Rowland and Lawrence, and the heires of everie of them and all other person and persones anything haveinge or lawfully pretendinge to have in or to the said Manor of Imberhorne at all tymes hereafter upon request to them or any of them to be made by the said Lord Buckhurst his heires or assignes shall and will make or cause to be made suffer knowlege and execute unto the said Lord his heires and assignes suche further assurance and conveyance in the lawe of and in the said Manor of Imberhorne with the rights members and appurtenaunces thereof and the said tithe haye Estegrensted and other the premisses to the said Manor of Imberhorne belonginge, and with the same used and to ferme letten be yt by fyne recoverie feofment with single or doble vowchars, relese with warantie, confirmation, and otherwise, and by all those wayes and means or as many of them as by the said Lord Buckhurst his heires or assignes or his or their learned counsell shalbe devised. The same to be done at the onely costs and charges in the

lawe of the said Lord his heires and assignes. And that thei the said Sir Giles and Ladie Margaret during the lyfe naturall of the said Ladie Margaret for and in respecte and consideration onely of the tytle interest and estate of the said Sir Giles Alington whiche he hath and now doth enjoye and possesse for and during the lyfe naturall of the said Ladie Margaret his wife Gabriel Argall and Edmund Argall and either of them and the heires of the said Gabriell and Edmund and the [p. 115] heires of eyther of them, and all other person and persones and anything clayming or pretending to have in and to the said Manor of Sharnefolde with the appurtenaunces, shall and will upon lyke request to be made to them or any of them do knowledg suffer make and execute or cause to be done knowledged made and executed such further act and acts thing and things assurance and conveyance in the lawe, be yt by fyne feoffment recovery with single or doble vouchers, relese with warrantie, confirmation, dede enrollyd and otherwise, and by all those wayes and meanes or as many of them as the said Lorde his heires and assignes or his or their learned counsell shall be devysed and advised the same to be done at the only costs and charges in the lawe of the said Lord his heires and assignes. And that all and everie such fynes feofments conveyances and assuraunces so to be made executed suffred knowledged or don of the said Manors of Sharnefolde and Imberhorne and everie of them shalbe to the onelie and proper use of the said Lord his heires and assignes for ever. And the said Lord Buckhurste for him and his heires doth covenaunte and grante by these presents to and with the said Clement Siseley his heires and assignes that he the said Lord his heires and assignes shall and will acquite discharge or save harmeles as well the said Sir Giles Alington and the Ladie Margaret his wyfe and the sayd Clement Siseley and everie of them and the heires and assignes of the said Clement Siseley as also the said Manors of Bincombe and Woborne with their rights members and appurtenaunces and everie parte and parcell of them of and from all former bargaines sales joynters dowers leases, rents seek, rents charge, statutes marchant, and of the staple, recognizances judgements executions and other charges what-

soever made or done by the said Lorde Buckhurste at any tyme before the ensealinge and delyverie of theis presents. And also that the said Lord and his heires and the Ladie Cicelye his wife at all tymes hereafter upon reasonable request to him to be made by the said Clement Siseley or his heires shall and will do suffer execute and knowledge or cause to be don suffred executed and knowledged, at the costs and charges of the said Clement Siseley, suche further acte and acts thinge [p. 116] and thinges assurance and conveyance in the lawe for the assuringe and sure makinge of the said Manors of Bincombe and Woborne with the appurtenaunces and everie parte and parcell thereof to the said Clement Siseley and his heires, be it by fine feofment recovery relese confirmation with warrantie and otherwise as by the said Clement Siseley and his heires shalbe devised advized and requyred, and that all such fynes feofments and assuraunces so to be made of the said Manors of Bincombe and Woborne and everie of them shall be to the use of the said Sir Giles and Ladie Margaret during the lyfe of the said Ladie Margaret, and after to the onely use of the said Clement Siseley his heires and assignes. *In wítnes* whereof to the fyrste parte of theis presents remayning with the said Lorde Buckhurste the said Sir Giles Alington the Ladie Margaret his wife Richard Argall Gabriell Argall Edmund Argall John Argall Rowland Argall Lawrence Argall and Clement Siseley have sett their seales, And to the second parte of theis presents remayning with the said Sir Giles Alington and the Ladie Margaret his wife Richard Argall Gabriell Argall Edmund Argall John Argall Rowland Argall and Lawrence Argall the said Lord Buckhurst and Clement Siseley have sett their seales: And to the third parte of theis presents remayning with Clement Siseley the said Lord Buckhurst Sir Giles Alington the Ladie Margaret his wife Richard Argall Gabriell Argall Edmund Argall John Argall Rowland Argall, and Lawrence Argall have set their seales the daye and yere above said.

Tho. Buckhurst, Rich. Argall, Giles Alington,
Mr John Argall, Rowlande Argall, Lawrence Argall.

Recognita coram me Johanne Gibon, in Cancellaria magistro,
die et anno suprascriptis per omnes septem qui sigilla-
verunt.

[p. 117] Exemplificatio relaxationis Johannis et
Rowlandi Argall Clementi Siseley pro
Maneriis de Bincombe et Woborne

To all and singular to whom this present writinge shall come, John Argall and Rowland Argall two of the sonnes of Thomas Argall esquier deceased send greting in our Lord God everlasting, ~~Wheras~~ the said Thomas Argall and Margaret his wife nowe Ladie Allington, were seized for terme of their lyves and of the longest lyver of them (amongest others) of the Manor of Imberhorne in the Countie of Sussex and Surrey withowte impeachment of waste the remaynder of the said Manor of Imberhorne after the decease of the said Thomas and Margaret to the said John and Rowland and the heires of their two bodyes lawfully begotten, And for lacke of such issue the remainder of the same manor of Imberhorne to Lawrence Argall (one other of the sonnes of the said Thomas and Margaret) and his heires for ever. **And** also the said Thomas and Margaret by Indenture bearing date the third daye of Marche in the seconde yere of the reigne of our Sovereigne Ladie the Quenes Majestie that nowe is, enrolled in the Quenes Majesties high corte of Chancerie, dyd geve grante exchange bargaine and sell to the right honorable Sir Richard Sackville knight deceased and his heyres for ever the said Manor of Imberhorne amongst other Manors lands and tenements in the said Countie of Sussex upon condicion mentioned and expressed in the same Indentures. In consideracion whereof the said Sir Richard Sackville lykewise by Indenture of bargaine and sale bearing date the said third daye of Marche in the said seconde yere of the reigne of our said sovereigne Ladie the Quenes Majestie enrolled in the said Courte of Chancerie, did geve grante exchange bargaine and sell to the said Thomas Argall and Margaret his wife nowe Ladie Allington

[p. 118] (amongst other Manors landes and tenements) all that his Manors of Bincombe and Woborne with the appurtenances in the Countie of Dorset, **To have** and to holde the said Manors of Bincombe and Woborne to the said Thomas and Margaret for terme of their lyves and the longer lyver of them without impechment of waste, the remaynder of the said Manors of Bincombe and Woborne after the decease of the said Thomas and Margaret to the said John and Rowland and the heires of their two bodies lawfully begotten, and for defalte of suche issue the remaynder to the right heires of the said Thomas Argall the father for ever, with such lyke remaynder of other the Manors lands and tenements mencioned and conteyned in the said Indentures to Gabriell Argall and Edmund Argall two other of the sonnes of the said Thomas and Margaret, and the heires of their two bodies lawfully begotten; with and upon condicion in the same Indentures conteyned, that is to saye, that yf the said Gabriell Edmund John Rowland and Lawrence, or any of them after suche tyme as thei shalbe of the full age of xxi^{tie} yeres, should refuse to do, or wold not do make or suffer farther assurance to the said Sir Richard and his heires of the said Manors of Imberhorne and Sharnefold in the Countie of Sussex: or yf it should fortune the said Manors of Sharnefold and Imberhorne or any parte thereof to be evicted or had from the said Sir Richard or his heires by the said Margaret Gabriell Edmund John Rowland and Lawrence or by any of them, that then the said Indenture of bargaine and sale of the Manors of Bincombe and Woborne and other lands mencyned in the said Indentures should be utterly voyd and of none effecte. And that then and from thenceforthe it sholde and mighte be lawfull to and for the said Sir Richard and his heires into the said Manors of Bincombe and Woborne and other the lands tenements and hereditaments in the same Indentures mencyned, to reenter as by the same Indenture at large apperes. **And**

[p. 119] **where** the said Margaret (nowe Ladie Alington,) together with Sir Giles Alington her husband hath by writte of *Cui in vita* recovered againste the Lord Buckhurst, sonne and heire of the said Sir Richard Sackville, the said Manor of Imberhorne and diverse other lands and tenements conteined and

mentioned in the said Indentures, and have execution thereof as well by entre and also by writte of *habere facias seisinam* directed to the Sheriffe, And the said Lord Buckhurste for breche of the said condicion hath lately entred into the said Manors of Bincombe and Woborne with thappurtenaunces in the Countie of Dorset, and sythens agayn by Indenture tripartite indented bearing date the seventh daye of Februarie in the xiith yere of the reigne of our Sovereigne Ladie the Quenes Majestie enrolled in the Quenes Majesties Courte of Chauncerie in consideracion of the Manor of Imberhorne with thappurtenaunces assured and conveyed by the said Sir Giles, Ladie Margaret, John Argall, Rowland Argall, and Lawrence Argall, to the said Lord Buckhurst his heires and assignes for ever, and for other considerations mencyned and expressed in the said Indentures, hath geven granted bargained and sold the said Manors of Bincombe and Woborne with thappurtenaunces to the said Sir Giles Alington knight the said Ladie Margaret his wife and Clement Siseley, ~~To have~~ and to hold to the said Sir Giles and Ladie Margaret for terme of lyfe of the said Ladie Margaret the remainder of the said Manors of Bincombe and Woborne after the decease of the said Ladie Margaret to the said Clement Siseley and his heires for ever, which bargain and sale of the said Manors of Bincombe and Woborne to the said Sir Giles and Ladie Margaret for lyfe of the said Ladie Margaret, and after to remayne to the said Clement Siseley and his heires for ever, did growe and was made as well at the speciall requeste and instance of us the said John and Rowland, as also in consideracion of the acquyttal and discharge of divers detts wherein we ware severally indetted to diverse persons [p. 120] alredie discharged by the said Clement Siseley, as for other recompence to us by him made. And therfore for the further assurances of the said Manors of Bincombe and Woborne with the appurtenaunces to the said Clement Siseley and his heyres for ever, we the said John and Rowland do by these presents for us and either of us, our heires and assignes, and for the heires and assignes of either of us, remyse, release, and quit clayme to the said Clement his heires and assignes for ever all the right title estate reversion remainder interest

and demande of in and to the said Manors of Bincombe and Woborne and of in and to every parte and parcell thereof, so as neyther we the said John and Rowland or eyther of us our heyres or assignes, or the heires or assignes of either of us, shall or maye at any tyme hereafter anythinge in or to the said premisses lawfullye claime or have, but thereof and of everie parte and parcell thereof be for ever forclosed and barred by these presents. **And further** wee the said John and Rowland for us and either of us oure heires and assignes, and the heires and assignes of either of us do by these presents covenante and grante to and with the said Clement Siseley his heires and assignes, that wee the said John and Rowland our heires and assignes, and the heires and assignes of either of us shall and will acquyte, discharge, or els sufficientlye save harmeles the said Clement Siseley his heires and assignes from all forfeitures losses and damages which the said Clement Siseley his heires and assignes or any of them shall susteyne be charged hindred or indamaged by or with, by reason of any action of covenante to be broughte by the said Lord Buckhurst his heires or assignes or any of them against the said Clement Siseley his heires or assignes, for breache of any covenants mencyoned and conteyned in the said tripartite Indenture, wherein he the said Clement hath joyntlye covenanted with us and for us and either of us our heires and assignes and the heires and [p. 121] assignes of either of us, in and by the said tripartite Indentures. **In witness** whereof we the said John Argall and Rowland Argall to this our present writinge have sett our seales. Geven the viiith daye of Februarie in the xiith yere of the reigne of our sovereigne Ladye Elizabeth by the grace of God Quene of England France and Ireland defender of the Faith, etc, 1569.

John Argall, (seale). Rowland Argall, (seale).

Recognita coram me Johanue Gibon in Cancellaria magistro
die et anno supra scriptis.

Recognitio obligatoria Johannis et Rowlandi Argall in mille marcis Clementi Siseley pro pactis præstandis eidem heredibus et assignatis suis, in relaxationem Maneriorum de Bincombe et Woborne.

Memorandum quod octavo die Februarii anno regni dominæ nostræ Elizabethæ dei gratia Angliæ Franciæ et Hiberniæ reginæ fidei defensoris, etc, duodecimo, Johannes Argall de civitate London generosus, et Rowlandus Argall de civitate London predicta generosus, filii Thomæ Argall armigeri defuncti venerunt personaliter coram dicta domina Regina in Cancellaria sua et recognoverunt se debere et eorum uterque pro se recognovit se debere Clementi Siseley de Barkinge in Comitatu Essexiæ armigero summam mille marcarum legalis monetæ Angliæ solvendam eidem Clementi aut suo certo attornato vel executoribus suis in festo Paschæ proximo futuro post datam hujus recognitionis. Et nisi fecerint volunt et concedunt et eorum alter per se vult et concedit per presentes quod tunc dicta pecuniæ summa levetur et recuperetur de bonis catallis terris tenementis et hæreditamentis suis ad solum et proprium opus et usum dicti Clementis hæredum executorum et assignatorum suorum ubicunque inventi fuerint. Teste [p. 122] dicta domina Regina nostra apud Westmonasterium die et anno supradictis, 1569.

The Condicion of this recognizance is suche that where the above bounden John Argall and Rowland Argall by there dede pold bearing date the daye and yere above said have remised realeased and quyte claymed to the above named Clement Siseley Esquior and his heires for ever all their right title remaynder revercion and demande of in and to the Manors of Bincombe and Woborne in the Countie of Dorset, And have in and by the same dede covenanted for them and either of them their heires and assignes and the heires and assignes of either of them to and with the said Clement Siseley his heires and assignes as in the said dede at large apperes, If thei the said John and Rowland and either of them their heires and assignes

and the heires and assignes of either of them do well and truly holde performe fulfill observe and kepe the said coveaunte and coveauntes mencioned and expressed in the said dede which on the parte and behalfe of the said John and Rowland and either of them their heires and assignes, and the heires and assignes of either of them, are to be performed fulfilled and kepte, That then this presente recognizance to be utterly voide and of none effecte, or els to stand and abide in full force and strengthe.

Convenit cum recordo, etc, per me Thomam Powle.

Finalis concordia facta a domino de Buckhurst
Ægidio Alington militi et dominæ Margaretæ
uxori ejus et Clementi Siseley.

Hæc est finalis concordia facta in Curia dominæ Reginæ apud Westmonasterium a die Paschæ in quindecim dies anno regni Elizabethæ Dei gratia Angliæ Franciæ et Hiberniæ Reginæ fidei defensoris etc, a conquestu duodecimo, coram Jacobo Dier, Ricardo Weston, Johanne Walshe et Richardo Harpur Justiciariis et aliis dominæ Reginæ fidelibus tunc ibi presentibus, inter Ægidium Alington militem et Margaretam [p. 123] uxorem ejus quærentes et Thomam Sackville militem dominum Buckhurst, et Ceciliam uxorem ejus deforciantes, de Maneriis de Bincombe et Woborne cum pertinentiis, ac de centum messuagiis, quadraginta cotagiis, decem molendinis, centum gardinis, centum pomariis, tribus millibus acrarum terris, centum acris prati, quingentis acris pasturæ, centum acris bosci, sexaginta acris jampnorum et bruere, et quatuor libratibus redditus, cum pertinentiis, in Bincombe Woborne et Sherborne unde placitum conventionis summonitum fuit inter eos in eadem Curia, scilicet quod predicti Thomas et Cecilia concesserunt predictis Ægidio et Margaretæ predicta maneria et tenementa cum pertinentiis, et illi eis reddiderunt in eadem Curia, Habenda et tenenda eisdem Ægidio et Margaretæ de capitalibus dominis feodi illius per servitia quæ ad predicta Maneria et tenementa pertinent tota vita ipsius Margaretæ, et

post decessum ipsius Margaretæ predicta Maneria et tenementa cum pertinentiis integre remanere Clementi Siseley armigero et hæredibus suis, Tenenda de capitalibus dominis feodi illius per servitia quæ ad predicta Maneria et tenementa pertinent imperpetuum. Et predictus Thomas et hæredes sui warrantizant predictis Ægidio et Margaretæ tota vita ipsius Margaretæ et etiam predicto Clementi et hæredibus suis predicta Maneria et tenementa cum pertinentiis sicut predictum est contra predictum Thomam et hæredes suos imperpetuum. Et pro hac concessione, redditione warrantizatione fine et concordia, iidem Ægidius et Margareta dederunt predictis Thomæ et Cecilie quingentas octoginta et undecim libras sterlingorum.

Deliberata per proclamationem secundum formam Statuti.

Obligatio Clementis Siseley Magistro et sociis pro
pactis præstandis pro Manerio de Byncombe.

Noverint universi per presentes me Clementem Siseley de Estbury hall in parochia de Barking in Comitatu Essexiæ armigerum teneri et firmiter obligari Magistro sive Custodi et sociis Collegii de Gonevill et Caius fundati in honorem Annunciationis beatæ Mariæ Virginis in universitate Cantabrigiæ in quadringentis libris bonæ et legalis monetæ Angliæ solvendis prefatis Magistro sive Custodi et sociis Collegii predicti vel successoribus suis. Ad quam quidem solutionem bene et [p. 124] fideliter faciendam obligo me heredes executores et administratores meos per presentes sigillo meo sigillatas. Datum vicesimo die Aprilis anno regni dominæ nostræ Elizabethæ dei gratia Angliæ Franciæ et Hiberniæ Regiæ fidei defensoris, etc. duodecimo.

Per me Clementem Siseley.

Sigillata et deliberata in presentia Johannis Yarrowe
et Willelmi Conwaye et mei Willelmi Sparke
servientis Anthonii Higgons notarii.

The Condicion of this obligacion is such that if the within
bounde Clement Siseley his heires executors or administrators

and assignes and every of them do well and trewly observe performe fulfill and kepe all and every the covenants graunts and agrements which on his and their partes are or oughte to be observed performed fulfilled and kept conteyned and specified in a payer of Indentures bearing the date within written made betwene the said Clement on the one partie and the within named the Master or Keper and felowes of the College of Gonevill and Caius of the other partie, according to the purporte effecte and true meanyng of the same Indentures, that then this present obligacion to be voide and of none effecte or els to stande and abyde in full force and strength.

Obligatio Clementis Siseley Magistro et
sociis pro pactis præstandis pro Manerio
de Woborne

Noverint universi per presentes me Clementem Siseley de Estbury Hall in parochia de Barking in Comitatu Essexiæ armigerum teneri et firmiter obligari Magistro sive Custodi et sociis Collegii de Gonevill et Caius fundati in honorem Annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ in quadringentis libris bonæ et legalis monetæ Angliæ solvendis prefatis Magistro sive Custodi et sociis Collegii predicti vel successoribus suis. Ad quam quidem solutionem bene et fideliter faciendam obligo me hæredes executores et administratores [p. 125] meos per presentes sigillo meo sigillatas. Datum vicesimo quarto die Novembris anno Regni Domine nostræ Elizabethæ Dei gratia Angliæ Franciæ et Hiberniæ Reginæ fidei defensoris, etc, decimo tertio.

Per me Clementem Siseley

Sigillata et deliberata in presentia
Rowlandi Argall, Johannis Bromley,
Willelmi Allington.

The condicion of this obligacion is suche that if the within bounden Clement Siseley his heires executors administrators and assignes and every of them doe well and treuly observe

performe fulfill and kepe all and every the covenants graunts articles and agrements which on his and their parties are or ought to be observed performed fulfilled and kepte, conteyned and specified in a payer of Indentures bearing the date within wrytten, made betwene the said Clement on the one partie and the within named the Master or keper and felowes of the College of Gonvill and Caius of the other partie according to the purporte effecte and trewe meaning of the same Indentures, that then this present obligacion to be voide and of none effecte or els to abide in his full force strength and vertue.

1570

Gulielmus Barker artium Magister ex civitate Norwicensi oriundus, et una nobiscum olim hujus Collegii socius, fecit sedilia in choro duplicia sumptibus suis viginti librarum anno Domini 1570, veteribus et eis simplicibus ac humilibus jam ætate dissolutis, et partim in inum sacellum juventuti sedendæ translatis. Ea sacris dicavit. Inditium est quod ascribitur: Gulielmus Barker sacris.

1571

Idem procuravit Collegio ab amicis ad sacellum novo vitro in fenestris illustrandum tres libras argenti.

1571

[p. 126] Ad chori item fenestras novo vitro reficiendas Gulielmus Rugge generosus Norwici natus et hujus Collegii olim pensionarius dedit quadraginta solidos anno Domini 1571.

1571

Henricus Dethic alias Deric Norfolciensis sacræ Theologiæ Baccalaureus et hujus Collegii quondam socius, in redemptionem libertatis suæ e carcere (quo detinebatur mandato reverendissimi Matthei Cantuariensis Archiepiscopi, Commissarii Reginæ summi in causis ecclesiasticis et suorum assistentium, propter offensas) aliquo charitatis opere, atque ut obtineret ejusdem Reverendissimi favorem ne sibi adversetur si a Majestate regia consequi conaretur facultatem, ut sibi liceat in partes ultramarinas se transferre, Collegio dono dedit (ita suadente Reverendissimo) gratis et sine conditione atque onere quadraginta libras argenti mense Julio anno 1571.

1571

De Scholari Doctoris Byshbie

Sciant presentes et futuri nos Magistrum sive Custodem et socios Collegii de Gonevill et Caius in universitate Cantabrigiæ recepisse a venerabili viro Humfrido Byshbie Legum doctore et hujus Collegii pensionario majori vicesimo tertio Julii anno Domini 1571 quadraginta libras legalis monetæ Angliæ (quas expendimus in emptionem Manerii de Woborne in comitatu Dorsettiæ) ea intentione ut alatur imperpetuum in Collegio predicto unus scholaris indigus ex schola de Eye in comitatu Suffolciæ, aut aliquis alius honestus et studiosus juvenis ex comitatu Norfolciæ aut Suffolciæ proximior Eye predicto cujus parentes ex se non sufficiunt illi sumptus facere in universitate predicta, atque ut idem scholaris nominetur scholaris Doctoris Byshbie in perpetuum; et si contingat aliquando eum fore sacerdotem ut oret in concionibus pro Humfrido Byshbie Legum doctore, Roberto et Elizabetha parentibus ejus, aut aliis rationibus prout leges hujus regni patientur, honestam eorum faciat mentionem. Recitet etiam singulis diebus tres Psalmos Davidis ultra omnia alia officia divina ordinaria publice peragenda [p. 127] atque in eis meminerit predictorum Humfredi Roberti et Elizabethæ, habeatque idem scholaris annuatim pro stipendio suo triginta quinque solidos ex Manerio de Woborne predicto postquam reversio ejusdem inciderit in possessionem nostrum Magistri et sociorum aut successorum nostrorum. Interea vero temporis si idem Humfridus Byshbie favebit alicui honesto et docto juveni, et requirit ut ante reversionem Manerii predicti recipiatur in aliquem scholariatum vacuum iidem Magister et socii bene sunt contenti ut idem scholaris ponatur in eo scholariatu tunc vacuo, ut gratum faciant predicto Magistro Doctori Byshbie. Contenti etiam sunt, ut postquam predicti Manerii reversio in eorum potestatem et usum venerit, ne predicti Humfridi scholarius vacuum sit ultra unum mensem, voluntque eundem scholarem eligi per predictum Magistrum Doctorem Byshbie durante vita sua naturali; at post mortem ejus per Magistrum sive Custodem et majorem sociorum partem Collegii. Convenit etiam inter

Magistrum et socios Collegii predicti et predictum venerabilem virum, scholarem suum receptum electum et gubernatum iri, in omnibus secundum statuta Collegii predicti, et omnibus aliis perfuncturum exercitiis scholasticis quibus alii scholastici ex fundatione solent. Atque ut Magister Aulæ sanctæ Trinitatis de Norwico (sic) in Cantabrigia semel in anno supervideat, ut idem scholaris habeat stipendium illi superius constitutum, nos Magister et socii libenter concedimus: demptis tamen pro absentia, ultra unius mensis spatium et pro aliis offensis, si quæ inciderint, quæ ex statutis Collegii demenda sunt. Nos iidem Magister et socii contenti etiam sumus pro nobis et successoribus nostris ut in electione scholaris ejusdem Domini Humfridi Byshbie preferantur qui ejus nomen gerunt vel matris suæ ex familia de Lacys aut qui aliqua consanguinitate illi juncti sunt, in hoc videlicet, ut eos excitet ut suos liberos literis tradant: contenti etiam, ut postquam scholarius ejus vacaverit per unum mensem, is qui insequetur scholaris integrum insequentis anni habeat stipendium, nisi interim morte aut alia de causa amotus fuerit aut nisi propter offensas absentiam aut [p. 128] aliam causam aliquid de stipendio demere statuta præcipiant, excepto stipendio ejus mensis quo vacaverit.

1571

De Scholari Archiepiscopi Cantuariensis
et aliis ejus donis.

Reverendissimus Mattheus Parker Nordovici oriundus, sed providentia divina Cantuariensis Archiepiscopus, contulit Collegio nostro in pecuniis numeratis sexaginta libras tredecim solidos et quatuor denarios vicesimo Januarii anno Domini 1571, ad sustentationem unius scholastici medicinæ studiosi imperpetuum, prout patet per indenturam Reverendissimi datam primo Januarii anno quidem Christi 1571 ac Regina Elizabethæ decimo quarto, sic ut scholasticus habeat annuatim ex Collegio in stipendium tres libras et octo denarios. Ea Reverendissimi pecunia, quod acquisitum sit Manerium de Woborne, ex eo Manerio habeat scholaris stipendium. Eum eligit Archiepiscopus Cantuariensis qui pro tempore fuerit aut

sede vacante Decanus et Capitulum Cantuariensis Ecclesiæ. Sit autem in scholis Cantuariensibus educatus et ex civitate Cantuariæ oriundus. Magister et socii per literas missivas intra mensem significabunt Domino Archiepiscopo, aut sede vacante Decano et Capitulo, locum scholastici vacare. Dominus autem Archiepiscopus aut Decanus et Capitulum eligent aliquem honestum habilem et doctum juvenem intra mensem proxime insequentem ex scholis Cantuariensibus et civitate Cantuariæ oriundum, et sic electi nomen et cognomen per literas suas exprimendo, eum presentabunt Magistro atque sociis quem ipsi sine longiore mora admittent in Collegium. In quo Collegio licebit unumquemque scholarem sic electum permanere ad annos sex proxime insequentes admissionem suam, nisi aliter interim provisum illi fuerit, aut propter malos mores aut naturæ ineptitudinem a Collegio removeatur secundum statuta ejusdem Collegii. Stipendium autem habeat sine deductione cubiculi aut lectionum domesticarum. Sit educatus primum in his quæ ad medicinam pertinent, tum in iis quæ ad medicinam ipsam faciunt.

Idem Reverendissimus dedit etiam huic Collegio unum [p. 129] craterem magnum, argenteum et inauratum, cum operculo ejusdem operis et materie, pendentem uncias quadraginta, cum hac inscriptione in operculo: Matthæus Cantuariensis dedit Collegio Gunwelli et Caii Cantabrigiæ primo Januarii anno 1569, consecrationis suæ undecimo, et ætatis suæ sexagesimo sexto.

Idem dedit et aliud poculum minus, argenteum et inauratum pendens uncias quindecim et tres quartas cum insignibus suis in fundo, et hac inscriptione in eodem: Matthæus Archiepiscopus Cantuariensis dedit Collegio Gunwelli et Caii Cantabrigiæ primo Januarii anno Domini 1571.

Hæc dedit ea conditione ut non vendantur nisi necessitas principis aut incendium (quod absit) ædificiorum id postulaverit.

Distributio fructuum Manerii de Woborne.

Secretario stipendium viginti solidorum ex statuto assignatur. Hi ex Manerio de Woborne illi conferantur. Itaque

octo libris Domini Petri Hewett scholasticis tribus, tribus libris et octo denariis scholari Domini Cantuariensis; et triginta quinque solidis scholastico Doctoris Byshby assignatis, supersunt in usus communes Collegii ex Manerio de Woborne duodecim solidi.

Usus Manerii de Bincombe.

Manerium autem de Bincombe reservamus in consimiles usus ubi inciderint.

Charta Indentata Richardi Hill et Roberti Doon Nicholao Mynne de Walsingham parva in comitatu Norfolciæ armigero pro portione decimarum de Burnham Overy in eodem comitatu.

Omnibus Christi fidelibus ad quos hoc presens scriptum nostrum indentatum pervenerit, Richardus Hill de Heibridge in Comitatu Essexiæ generosus et Robertus Doon de villa Gipswich in comitatu Suffolciæ generosus salutem in Domino sempiternam. Noveritis nos prefatos Richardum Hill et Robertum Doon pro quadam pecuniarum summa nobis ante datam presentium bene et fideliter persoluta per Nicholaum Mynne de Walsingham parva in Comitatu Norfolciæ armigerum, vendidisse, barganizasse, feofasse, et hoc presenti scripto [p. 130] nostro indentato confirmasse, prefato Nicholao Mynne totam illam portionem decimarum in Burnham Overy alias Burnham Sancti Clementis in dicto comitatu Norfolciæ modo vel nuper in tenura Willelmi Peppes generosi, nuper Monasterio de Wymondham in eodem comitatu Norfolciæ dudum spectantem et pertinentem ac parcellam ejusdem nuper Monasterii dudum existentem, ac reversionem et reversiones quascunque omnium et singulorum premissorum superius per presentes preconcessas et cujuslibet earundem parcellarum nec non redditus, servicia, conditiones, commoditates, emolumenta, et annualia proficua quæcunque reservata super quibusdam demissionibus seu concessionibus premissorum aut alicujus inde parcellæ adeo plene libere et integre ac in tam amplis modo et

forma prout serenissima in Christo princeps Domina nostra Elizabetha Dei gratia Angliæ Franciæ et Hiberniæ Regina fidei defensor, etc., per literas suas patentes sub magno sigillo suo Angliæ sigillatas gerentes datam apud Westmonasterium undecimo die Junii anno regni sui decimo tertio dedit et concessit portionem decimarum predictam cum pertinentiis, ac cætera omnia et singula premissa superius expressa et per presentes preconcessa inter alia, nobis prefatis Ricardo Hill et Roberto Doon heredibus et assignatis nostris in feodi firma imperpetuum ad solum et proprium opus et usum nostrorum prefatorum Richardi Hill et Roberti Doon heredum et assignatorum nostrorum imperpetuum. **Habendum** tenendum et gaudendum predictam portionem decimarum in Burnham Overy alias Burnham Sancti Clementis in dicto comitatu Norfolciæ cum pertinentiis ac omnia et singula premissa superius expressa et per presentes preconcessa cum eorum pertinentiis universis prefato Nicholao Mynne heredibus et assignatis suis in feodi firma imperpetuum ad solum et proprium opus et usum ipsius Nicholai Mynne heredum et assignatorum suorum imperpetuum. **Tenendum** de dicta Domina Regina heredibus et successoribus suis ut de Manerio suo de Estgrenewich in comitatu Kantiæ per fidelitatem tantum et non in capite, **Ac** Reddendum inde predictæ Domini reginæ heredibus et successoribus suis ad festum Sancti Michaelis Archangeli proxime post datam presentium singulis annis receptori suo generali heredum et successorum suorum in comitatu Norfolciæ predicto pro tempore existenti duodecim denarios pro omnibus et singulis aliis redditibus servitiis exactionibus et demandis quibuscunque proinde dictæ domini reginæ heredibus et successoribus suis quoquo modo reddendis [p. 131] solvendis seu faciendis. Et nos prefati Richardus Hill et Robertus Doon et heredes nostri predictam portionem decimarum cum pertinentiis ac cætera omnia et singula premissa per presentes preconcessa cum eorum pertinentiis universis contra nos heredes et assignatos nostros prefato Nicholao Mynne heredibus executoribus et assignatis suis ad opus et usum supradicti warrantizabimus et imperpetuum defendemus per presentes. Et insuper nos prefati Richardus Hill et

Robertus Doon pro nobis heredibus executoribus et administratoribus nostris concedimus et convenimus ad et cum prefato Nicholao Mynne heredibus et executoribus suis quod nos prefati Richardus Hill et Robertus Doon et heredes nostri de tempore in tempus post datam presentium tam prefatum Nicholaum Mynne quam omnia et singula premissa predicta per presentes preconcessa et quamlibet inde parcellam de omnibus et omnimodis prioribus barganiis venditionibus donis concessionibus dimissionibus feoffamentis recognitionibus statutis dotibus et aliis incumbrationibus quibuscunque per nos Richardum Hill et Robertum Doon heredes vel assignatos nostros antehac cognitis habitis permissis seu perpetratis exonerabimus et quietabimus ac indempnes conservabimus per presentes, **Redditu** duodecim denariorum pro predicta portione decimarum in Burnham Overy alias Burnham Sancti Clementis, reservato in literis patentibus predictis, necnon omnibus et omnimodis conditionibus in dictis literis patentibus conservatis predictum redditum duodecim denariorum aut aliquam inde parcellam tangentibus sive aliquo modo concernentibus exceptis, **Et ulterius nos** prefati Richardus Hill et Robertus Doon pro considerationibus predictis damus ac pro nobis heredibus executoribus et assignatis nostris concedimus prefato Nicholao Mynne heredibus executoribus et assignatis suis omnia exitus redditus et annualia proficua quæcunque ac arrearagia eorundem exituum reddituum et omnium annualium proficuatorum predictorum a tempore vel temporibus quo vel quibus eadem exitus redditus et annualia proficua predicta ac arrearagia eorundem ad manum dominæ Reginæ nunc devenerunt seu devenire debuerunt aut ad manus patris fratris vel sororis predictæ dominæ Reginæ nunc seu ad manum aliquorum nuper progenitorum dictæ dominæ Reginæ nostræ prius devenerunt seu devenire debuerunt hucusque provenientia sive crescentia, [p. 132] **Habendum tenendum et gaudendum** predicta exitus redditus et annualia proficua predicta ac arrearagia eorundem prefato Nicholao Mynne heredibus executoribus et assignatis suis ex dono nostro absque compoto seu aliquo alio proinde de nobis heredibus executoribus vel administratoribus nostris quoquo modo reddendo solvendo seu faciendo. **In cuius rei testi-**

monium huic presenti scripto nostro indentato nos prefati Richardus Hill et Robertus Doon sigilla nostra apposuimus. Datum decimo quinto die Junii anno regni Dominae nostrae Elizabethae dei gratia Angliae Franciae et Hiberniae Reginae fidei defensoris, etc., decimo tertio suprascripto.

Per me Richardum Hill. Per me Robertum Doon.

Capta et recognita coram me Johanne Orphinstrange Cancellariae Dominae reginae magistrorum uno, vicesimo sexto die Junii, et anno suprascripto.

Irrotulata in dorso clausarum Curiae Cancellarii dominae Reginae infrascripto mense et anno similiter infrascripto per Ed. Cordell.

Charta indentata Nicolai Mynne magistro et sociis Collegii de Gonevill et Caius pro portione decimarum de Burnham Overy.

Omnibus Christi fidelibus ad quos hoc presens scriptum indentatum pervenerit, Nicholaus Mynne de Walsingham parva in Comitatu Norfolciae armiger salutem in Domino sempiternam, Noveritis me prefatum Nicholaum Mynne pro diversis bonis et rationalibus causis et considerationibus me specialiter moventibus, dedisse et concessisse, et hoc presenti scripto meo indentato confirmasse magistro sive custodi et sociis Collegii de Gonevill et Caius fundati in honorem annunciationis beatae Mariae virginis in universitate Cantabrigiae, totam illam portionem decimarum et quamlibet inde parcellam in Burnham Overy alias Burnham Sancti Clementis in dicto Comitatu Norfolciae, modo vel nuper in tenura sive occupatione Willelmi Peppes generosi vel assignatorum suorum, et nuper Monasterio de Wymondham in eodem Comitatu Norfolciae dudum spectantem et pertinentem ac parcellam ejusdem Monasterii dudum [p. 133] existentem, et reversionem et reversiones quascunque omnium et singulorum premissorum superius per presentes et cujuslibet earundem parcellarum, necnon redditus servicia

reversiones commoditates emolumenta et annualia proficua quæcunque reservata super quibuscunque dimissionibus seu concessionibus premissorum aut alicujus inde parcellæ, **Habendum** tenendum gaudendum et percipiendum predictam portionem decimarum et quamlibet inde parcellam in Burnham Overy alias Burnham Sancti Clementis in dicto comitatu Norfolciæ cum pertinentiis; ac omnia et singula premissa superius per presentes preconcessa, cum eorum pertinentiis universis prefatis magistro sive custodi et sociis Collegii de Gonevill et Caius fundati in honorem annunciationis beatæ Mariæ virginis in universitate Cantabrigiæ et successoribus suis in feodi firma imperpetuum ad solum et proprium opus et usum ipsorum magistri sive custodis et sociorum Collegii predicti et successorum suorum imperpetuum in tam amplis modo et forma et adeo libere prout ego prefatus Nicholaus Mynne ex dono et concessu Richardi Hill de Heibrige in comitatu Essexiæ, et Roberti Doon de Gippevico in comitatu Suffolciæ ea habui et acquisivi, et prout prefatus Richardus Hill et Robertus Doon seu aliquis eorum habuit et tenuit ex dono et concessu Serenissimæ principis Dominæ nostræ Elisabethæ dei gratia Angliæ Franciæ et Hiberniæ Reginæ fidei defensoris, etc., per literas suas patentes sub magno sigillo Angliæ confectas et sigillatas gerentes datam apud Westmonasterium undecimo die mensis Junii anno Regni sui decimo tertio, **Tenendum** de dicta Domina Regina heredibus et successoribus suis ut de Manerio suo de Eastgrenwiche in Comitatu Kantii in socagio per fidelitatem tantum et non in capite, ac reddendum inde dictæ dominæ Reginæ hæredibus et successoribus suis ad festum Sancti Michaelis Archangeli singulis annis receptori suo generali heredum et successorum suorum in comitatu Norfolciæ predicto pro tempore existenti duodecim denarios pro omnibus et singulis redditibus serviciis exactionibus et demandis quibuscunque proinde dictæ Dominæ Reginæ heredibus et successoribus suis quoquo modo reddendis solvendis seu faciendis prout in dictis literis patentibus plenius con-[p. 134] tinetur. **Et ego** prefatus Nicholaus Mynne et heredes mei predictam portionem decimarum et quamlibet inde parcellam cum pertinentiis ac cætera omnia et singula

premissa per presentes preconcessa cum eorum pertinentiis universis contra me et heredes meos et contra prefatos Richardum Hill et Robertum Doon et heredes suos et utriusque eorum prefatis Magistro sive Custodi et sociis Collegii predicti et eorum successoribus ad opus et usum supradictum warrantizabimus et imperpetuum defendemus per presentes, **Et insuper** ego prefatus Nicholaus Mynne pro me heredibus et executoribus meis concedo et convenio et ad et cum prefatis Magistro sive Custode et sociis Collegii predicti successoribus et assignatis suis, quod ego prefatus Nicholaus Mynne et heredes mei de tempore in tempus post datam presentium tam prefatos Magistrum sive Custodem et socios Collegii predicti et successores suos quam omnia et singula premissa per presentes præconcessa et quamlibet inde parcellam de omnibus et omnimodis prioribus barganiis venditionibus donis concessionibus dimissionibus feoffamentis recognitionibus statutis dotibus et aliis incumbenciis quibuscunque per me Nicholaum Mynne aut per dictum Richardum Hill et Robertum Doon vel alicujus eorum antehac cognitis habitis premissis sive perpetratis exonerabimus acquietabimus ac indempnes conservabimus per presentes, redditu duodecim denariorum pro predicta portione decimarum in Burnham Overy alias Burnham Sancti Clementis reservato in literis patentibus predictis necnon omnibus et omnimodis conditionibus in dictis literis patentibus reservatis, predictum redditum duodecim denariorum aut aliquam inde parcellam tangentibus sive aliquo modo concernentibus exceptis, **Et ulterius** ego prefatus Nicholaus Mynne do et pro me heredibus et executoribus et assignatis meis concedo prefatis Magistro sive Custodi et sociis Collegii de Gonevill et Caius fundati in honorem Annunciationis beatæ Mariæ Virginis in universitate Cantabrigiæ, omnia exitus redditus et annualia proficua quæcunque et arrearagia eorundem exituum reddituum et omnium proficuum annualium predictorum a tempore vel temporibus quo vel quibus eadem exitus redditus et annualia proficua ac arrearagia eorundem ad manus dictæ Dominæ [p. 135] Reginae nunc devenerunt seu devenire debuerunt, aut ad manus patris fratris vel sororis predictæ Dominæ Reginae nunc seu ad manus aliquorum nuper progenitorum

dictæ Dominæ Reginæ nostræ prius devenerunt seu devenire debuerunt hucusque provenientia seu crescentia. **Habendum** tenendum percipiendum et gaudendum predicta redditus, exitus, et annualia proficua predicta ac arrearagia eorumdem prefatis Magistro sive Custodi et sociis Collegii predicti et successoribus suis ex dono meo absque compoto seu aliquo alio proinde mihi heredibus executoribus administratoribus vel assignatis meis quoquo modo solvendo seu faciendo. **En cuius** rei testimonium huic presenti scripto meo indentato ego prefatus Nicholaus Mynne sigillum meum apposui. Datum vicesimo die Februarii anno regni dictæ Dominæ nostræ Elizabethæ dei gratia Angliæ Franciæ et Hiberniæ reginæ fidei defensoris, etc., decimo quarto.

Nycholas Mynne.

Sigillata et deliberata in presentia nostrum Willelmi Gerrard, Erasmi Saunder, et Richardi Grene, Capta et recognita coram me Thoma Huick Legum Doctore uno magistrorum Cancellariæ Dominæ Reginæ supradictæ, sexto die mensis Martii anno suprascripto. Thomas Huycke. Irrotulata in dorso clausarum Cancellariæ Dominæ Reginæ infrascriptæ duodecimo die Martii anno infrascripto per Thomam Powle.

Hanc decimarum de Burnham Overy pensionem dedit Collegio Nicholaus Mynne: Et Collegium vicissim ei in compensationem dimisit Manerium suum de Burnham Thorpe seu Burnham Wymondham ad annos xxi sine fine, ut vocant, in ingressu suo, pro annuo reddito octo librarum et cætera facienda quæ pactus est per indenturam datam primo Martii anno xiiij Reginæ Elizabethæ, et cum hac etiam conditione ut ipse suis sumptibus et laboribus jure agat contra Richardum Southwell armigerum, et omne jus ejus aut alterius cujus-
[p. 136] quam in priori dimissione data xxº Julii anno tricesimo Henrici octavi ad annos octoginta, frustretur in æternum.

1572

De combustis Sacelli ornamentis.

Anno Domini 1572, 13^o Decembris, discerpta dissecta et lacerata prius combusta sunt omnia ornamenta Collegii hujus privata autoritate Thomæ Bynge Procancellarii (ut ipse dicebat) [one line erased] nec æque invisum erat illi quicquam quam nomen et imago Christi crucifixi, beatæ Mariæ et Sanctæ Trinitatis. Nam has indignis modis tractavit dissecando et in ignem projiciendo et abominandis titulis et epithetis proseguendo. Nec hoc factum est nisi instigantibus quibusdam male affectis sociis; quorum alii rem procuraverunt convivio, alii ne conserventur aut noctu sustollantur pervigiles extiterunt. Sed ex his alios Deus morte sustulit, alios aliis modis subduxit non sine ignominia. Ut celarent tamen culpam suam dissimularunt sedulo, et omnem culpam in Dinsdallum quendam pensionarium [one line erased] Collegii nostri transtulerunt, cum tamen ipsi omnis mali authores extiterunt. Ad hæc prefuerunt foco et multum defatigati comburendo, ab hora xii^a ad tertiam, idem Thomas Binge, Johannes Whitegifte prefectus Collegii Sanctissimæ Trinitatis, et Gulielmus Gode Prefectus Collegii Regalis. Postremo quæ comburere nequiverunt malleis contuderunt et violarunt, et tantus erat illis fervor in religionem ut nec beneficia personarum, nec gratia in Academiam ædificio et editis libris suadere potuit moderatum.

1573

De resignatione officii Custodis.

Johannes Caius Medicinæ Doctor electus et creatus est Custos Collegii de Gonevill et Caius 24^o Januarii anno Domini 1559, et postquam functus est officio Custodis ad annos tredecim, menses quinque, et dies quatuordecim, resignavit officium suum Custodis Thomæ Legge, artium magistro viro gravi atque docto et Custodi decimo nono, vicesimo septimo die Junii hora sexta mane statim a precibus anno Domini 1573.

[p. 137] Idem Johannes Caius 2^o, 3^o, et quarto Julii anno Domini 1573^o, curavit ut sepulchrum ejus concameratum, in quo reponeretur corpus ejus, construeretur sub tabernaculo annunciationis beatæ Mariæ, ex parte septentrionali summi altaris in

sacello Collegii sui, expectans Dei voluntatem gravis annis et morbo.

A Table summarie of all the expenses
of our Founders Mr Doctor Caius
buyldings from the feste of Ester 1564,
untill the nativitie of S^t John Baptist, 1573.

	li.	s.	d.
In primis for trees bought of S ^r Henrie Cromwell out of Warboys and Ramsey woods in number 510 ...	66	5	
Item for vewing marking felling lopping squaring drawing and carriage by land and water from thens to Cambridge	46	4	8
Item to Thorne Raynsforth and Rothery for the fyrst and Weste frame part by greate parte by daye ...	84	10	9
Item to Rothery and his men for their worke by daye from Midsomer 1566 untill Midsummer 1573 ...	123	6	3
Item for bourdes bought and brought into the Colledge	29	15	10
Item for staging tyMBER, hardles, lathes, lyne, cordes and nayles	31	16	6
Item for Ramsey stone free and ragge, cutting and carriage by land and water	254	19	8
Item for free stone from Kyngs Clyffe and Welden, digging and carryage parte by lande parte by water	101	19	2
Item for whyte stone from Haslingfeld and Barrington digging and carriage	91	3	5
Item for stone from Barnewell, digging and carriage ...	6	5	2
[p. 138] Item for lyme from Reche, Hinton and otherwhere	54	10	1
Item for Sande and Claye by Barnes, Thompson, and others	11	6	6
Item for Iron worke for wyndowes dores etc.	24	8	10
Item for Leade and to the plommer for casting and laying it	46	15	7
Item to free Masons from Michaelmas 1564 untill Midsomer 1573	337	11	7
Item to the Carver	07	4	11
Item to roughe Masons	97	8	2
Item to Laborers	219	8	5
Item to Slatters for Slatte, tyle, and the workemanshippe	161	8	6
Item for charges extraordinarie	37	15	2
The hole summe of theis expences ordinarie and extraordinarie	1834	4	2

Besydes the expences omytted by neglygence and expences also yet to come for the perfection of the building of the College and paving of the Courts of the same.

A further summarie table of the whole charges about the buildings of Porta Honoris, the Chappel towere, and our founders M^r Doctor Caius Tombe a 27^o Junii 1573 unto the fynishing of the same 1575.

	li.	s.	d.
Item for free Stone from Kings Clyffe and white Stone from Haselingfeilde, digging and carriage	18	9	4
Item to free Masons and rough Masons for porta honoris and the tower	73	7	4
Item for Lyme from Hinton	8	18	
Item for Sande		39	6
Item Iron worke for porta honoris		27	
Item to Laborers	24	8	3
	128	9	5

[p. 139] The severall charges of the Tombe.

	li.	s.	d.
Imprimis for Alabaster and carriage	10	10	
Item to Theodore [Haveus] and others for Carvinge ...	33	16	5
Item to Laborers	00	18	1
Item charges extraordinarie	02	00	2
The whole summe of theis expences last recyted ...	175	14	1

Idem Johannes Caius natus 6^o die Octobris anno Domini 1510, et postquam vixisset annos 62^{os} menses 10 et dies 16, resignassetque officium suum custodis Collegii predicti Thomæ Legge infrascripto homini Norwici oriundo et professione jurisperito, languido morbo correptus, exhaustis viribus in magna imbecillate obiit mortem Londini 29^o Julii anno Domini 1573.

Proximo die Martis post obitum ejus cadaver per magistrum Willelmum Gerrarde armigerum et Willelmum Conway civem Londinensem comitante famulorum caterva Cantabrigiam transvectum fuit: quod primo a Custode et omnibus Sociis Collegii sui, deinde a Vicecancellario et doctoribus in ipso ingressu

oppidi non sine magno totius Academiæ concursu receptum, sequenti die ab iisdem magna cum sollemnitate post concionem habitam in Academiæ templo, in Sacello Collegii sui sepultum est. Quibus peractis, moderatum convivium in Aula Collegii celebratum fuit, quo Vicecancellarius, Collegiorum prefecti, et quidam alii invitabantur.

1574

Undecimo Decembris 1574 pecuniis Doctoris Caii emptum fuit a Magistro Thoma Altham generoso et fratre ejus predium sive Manerium vocatum Swanesley situm in parochia de Caxton in Comitatu Cantabrigiæ, cujus annuus redditus est decem librarum, ut juxta ultimam voluntatem ejusdem Doctoris Caii omnes ex fundatione quantum fieri potest ab impensis focalium liberentur, et ut janitor annuatim liij^s iiij^d percipiat pro stipendio. Sed quia postea deprehendebatur expositum esse litibus, reverendissimo viro Ambrosio Equiti aurato præcipuo Domino ejusdem villæ de Caxton [blank] 1575alienare statuimus sed nihil actum est.

1575

Reverendissimus in Christo pater Matthæus Archiepiscopus Cantuariensis vita defunctus est, qui cum prius Collegio nostro Benefactor extitisset, tum in testamento suo vasa quædam [p. 140] deaurata affabre celata viz. le neste of Gobletts under a cover, præterea libros quosdam dedit Bibliothecæ quorum nomina sequuntur.

Catalogus Librorum Archiep. Cantuar.

Biblia Pagnini	Decretum Gratiani
Hillarii opera	Decretalia Gregorii
Basilii opera cum Hesichio	Sextus cum Clementinis
Epitome Augustini	Vita Christi per Ludolphum
Calvini Institutiones	Chronica .Enææ Silvii, cum
Calvini Harmonia	Chronica Theodorici
Musculi loci com.	Chronica Matthæi Paris
Onus Ecclesiæ cum canone Apostolorum	Chronica Matthæi Westmonasteriensis
De verbo mirifico, Reuchlinus	Chronica Thom. Walsingham

Tho. Aquinas in 4 ^{or} Evangelistas	De Antiquitate Cantabrigiæ Libri
Idem Tho. in Epistolas Pauli	duo.
Summa Tho. in 2 vol.	
Bonaventura in Magistrum Sententiarum in 2 vol.	

Non ita multo ante obitum predicti Archiepiscopi Cantuariensis missi sunt Collegio nostro ab eodem Archiepiscopo tres libri Statutorum nostrorum cum interpretationibus suis (nam in testamento suo Doctor Caius hanc ei potestatem fecerat ut obscuriora quæque interpretarentur) quos ille nostro sumptu scribendos et sigillis Archiepiscopatus sui et Prerogativæ et Collegii nostri sigillandos curaverat: quorum unus in Collegio Regis, alius in Collegio Corporis Christi, tertius in Thesaurario nostro juxta statuta ejusdem Doctoris Caii reponitur et custoditur.

Porta (quæ Honoris dicitur et ad scholas publicas aperit) e lapide quadrato duroque extruebatur, ad eam scilicet formam et effigiem quam Doctor Caius dum viveret Architecto prescripserat, elaborata: In cujus cacumine ventilabrum habetur ad formam serpentis et columbæ fabricatum, cujus impensæ referuntur pagina 138^a.

Turris etiam illa scalaris quæ ducit e Sacello in ararium absolvebatur, adjecta nimirum superiori parte cum antea ad tegulas tantum infimas erigebatur; cujus in summo vertice ventilabrum ad imaginem Mercurii effictum positum est. Hanc a loco sacram turrim appellari D. Caius voluit.

Positum est Johanni Caio ex alabastro monumentum summi [p. 141] decoris et artificii, eodem in Sacelli loco, quo corpus ejus antea sepeliebatur. Cui præter inculpta illius insignia, et annotatum ætatis obitusque diem et annum (uti vivus executoribus ipse præceperat) duas tantummodo sententias inscripsimus.

Vixit post funera virtus.

Fui Caius.

Utrumque atrium Govevilli et Caii undique lapidibus partim veteribus partim post extructa Collegii Caii mœnia relictis et novis etiam quibusdam emptis, ea qua jam est forma,

stratum ac munitum est. Cum jam antea in medio atrii Gonevilli via quædam lapidea ac lata ducebat a Sacelli ostio ad valvulam portæ Gonevillianæ.

Vetus illa campana solita pulsari ac appendi in inferiori loco intra cancellos inter culinam et promptuarium, postea appensa est in Aulæ tecto, ac ibi confracta; in cujus locum posita nova est Collegii sumptu comparata, tam in usum sacelli quam aulæ. Christopherus Heydon miles et Domina Temperantia uxor ejus concesserunt Collegio Rectoriam suam sive liberam Capellam de Pattlesley in Comitatu Norfolciæ.

1576

In atrio Doctoris Caii Columna erecta est, eique lapis miro artificio elaboratus, atque in se 60 horologia complexus imponitur, quem Theodorus Haveus Cleviensis artifex egregius et insignis Architecturæ professor confecit, et insigniis eorum generosorum qui tum in Collegio morabantur, depinxit, et velut monumentum suæ erga Collegium benevolentiae eidem dedicavit. Hujus in summitate lapidis constituitur ventilabrum ad formam Pegasi efformatum.

1578

Cum mira siccitas æstatem invasisset, aqua quæ juxta culinam hauritur, illico corrupta est. Itaque cum aquæ penuria premeretur Collegium in medio atrii Gonevilli aquæhaustus erigebatur, unde aqua ad usus necessarios deinde peteretur. In cujus summo fastigio Aquarii forma depicta constituitur. Idemque ad majorem ipsius atrii nitorem et elegantiam ligneis quibusdam cancellis (anglice le Rayles) circumseptum fuit. Postea vero fons ille culinarius, ne deinceps rebus injectis aut casu incidentibus inquinaretur, conclusus est, et in aquæhaustum conversus.

Quoniam promptuarium illud quo prius utebamur, tum ob aeris ingredientis impuritatem, tum ob loci angustiam non satis commodum videbatur, novum ex adverso constructum est: idque (quo esset ad usum aptius) in duo divisum domicilia, totum illud spatium ab introitu usque ad conclave complexa.

1579

[p. 142] Visum est Custodi et sociis in rem fore totius Collegii, si deinceps non ab oppidanis pistoribus panem emeremus, sed nobis ipsi pistrinum in Collegio conficeremus. Itaque ad eam rem fornax in coquina auctior et amplior construebatur, cæteraque parabantur instrumenta necessaria. Domus illa preterea quæ culinæ ostium respicit intus tabulata ad farinam subigendam accommodata est: cui etiam postea ædificium quoddam minutulum adjungebatur, ad libram et pondera reservanda.

Gulielmus Barker quondam socius hujus Collegii, cujus antea mentionem fecimus, non ita multo ante mortem suam dono dedit Bibliothecæ libros quosdam, quorum nomina sequuntur.

Biblia sacra Lat. cum annotation. Joan. Benedicti.
 Alexandrinus Rom. Historiæ.
 Appianus, Græce.
 Appianus, Latine.
 Epigrammata antiquæ urbis.

1581

Henricus Holland S. Theologiæ Baccalaureus, quondam socius hujus Collegii, 5^o Julii 1581^o dedit quinque solidos ad vitream fenestram in cubiculo sitam, ubi quondam Comes de Bath pensionarius hujus Collegii per aliquot annos commorabatur.

1582

Franciscus Dorrington S. Theologiæ Professor ac quondam hujus Collegii Præses, ad orientalem Sacelli fenestram novo vitro reficiendam, eamque quatuor pulcherrimis, scilicet Ed. Gonevill, Gulielmi Bateman, et Johannis Caii, fundatorum, ac sui ipsius insigniis illustrandam, [blank] libras argenti impendendas amice dedit, ut patet ex inscriptione in inferiori fenestræ parte inscripta.

1583

Unanimi Custodis et sociorum consensu decretum est, ut in maiorem atrii Collegii Caii splendorem ac formam elegantiorum, atrium illud totum cancellis quibusdam ligneis eisque maioribus et editoribus ordine quo nunc positus, ornaretur. Quod quidem deinceps communibus Collegii sumptibus absolutum est decimo quinto die Julii anno Domini 1583.

Ejusdem Collegii sumptibus crates ferrea decolorata in tutiorem monumenti fundatoris Caii a nocuentis incidentibus custodiam et defensionem fabrifacta est, ac in sacello circum idem monumentum posita.

1583

[p. 143] In cubiculo quodam Custodis supra Bibliothecam Collegii decem musea ædificata sunt in usum studiosorum Collegii sumptibus quorundam pensionariorum ea conditione ut quicumque eis frueretur tertiam partem pretii amitteret in ejus discessu, et ut tandem Custos eorum redditum perciperet, cujus erat cubiculum.

1584

1585

1586

20 Februarii 1586 mortua est Jocosa Franckland vidua filia Johannæ Trapps viduæ femina preclarissima quæ inter beneficia in pios usus tot tantaque triduo ante mortem testamentum suum ordinavit, viz. 20 Feb. 1586, in quo relictis executoribus Thoma Legge Legum Doctore hujus Collegii Custode sive Magistro, Thoma Smaleman de interiore templo Londini armigero, et Johanne Burr Londinensi scriptore, legavit Collegio principale suum messuagium cum duobus tenementis in vico vocato Philip Lane London annui redditus 33^{li}. 6^s. 8^d. et in pecunia numerata 1540^{li} ad fundos emendos annui redditus 70 librarum, ita in toto dedit Collegio annuum redditum 103^{li}. 6^s. 8^d., ut inde sex socii alerentur quorum singuli annuatim septem libras reciperent et duodecim scholares quorum annuum stipendium esset quinque marcarum. Constituit etiam ut in Collegio singulis annis Hebraica lectio esset,

atque ut ejus linguæ prælector quatuor libras auferat. Voluit etiam ut sacellanus esset in Collegio qui quotannis decem libras habeat, atque ut octo communes locos singulis annis in sacello tractaret in quibus sui mentionem faceret, et Willelmi Saxey filii ejus; et ut in ejus admissione tactis Evangeliiis juramentum subiret qui duodecim conciones sive exhortationes quotannis in Sacello sive oratorio Collegii faceret, et qui in singulis hujusmodi concionibus sive exhortationibus suis mentionem faceret charitatis et piæ devotionis Jocosæ Franckland [p. 144] filiæ Roberti Trappes nuper de London aurificis defuncti et Willelmi Saxey filii ejus. Voluit etiam ut quatuor scholares ex fundatione Johannæ Trappes matris suæ habeant annuatim singuli xliii^s. 4^d. in perpetuum incrementum prioris stipendii sui quatuor marcarum a matre sua illis indulti. Postremo constituit ut tam capellanus ejus quam socii et scholares suæ fundationis nominentur sive nominetur capellanus sive socius aut scholares ejusdem Jocosæ Trapps [Frankland] filiæ predicti Roberti Trapps et filii ejus predicti Willelmi Saxey.

Eadem etiam Jocola Franckland in dicto suo testamento sive ultima voluntate dedit Collegio vasa quædam aurea et argentea, viz^t.

Imprimis her greatest neast of Gobletts waying one hundred ten ounces and a half.

One high costed salt.

Three guilt pottes with dolphins eares.

Six saucers parcell guilt.

Her greatest bason with a rose in the bottome.

Two quart wine potts.

One dozen of plate trenchers.

One guilt standing cup with a cover.

Her greatest flatt fruite boule.

Dedit etiam picturas tres quarum una est pictura Roberti Trappes patris sui, altera Johannæ Trappes matris suæ, et tertia sui ipsius pictura, quas in sacello suspendi curavimus.

Verum cum facultates predictæ Jocosæ Franckland fœminæ nunquam satis laudatæ pene in nominibus debitorum continerentur et plures debitores essent a quibus hujusmodi debita exigerentur et ab illis sine lite debita illa recuperari non

possunt et lites hujusmodi inceptæ morte duorum executorum iterum atque iterum interrumpantur, ea pecunia tandem per predictum Thomam Legge superstitem executorem ejusdem [p. 145] Jocosæ Franckland empta est reversio Manerii De Dabernons in Duxford in Comitatu Cantabrigiæ sibi et heredibus suis a Johanne Browne de Prittlewell in Comitatu Essexiæ armigero quod non ita multo [antea] devenit in manus suas morte Jane Myldmey uxoris Henrici Myldmey armigeri, et matris predicti Johannis Browne et interim ab emptione hujusmodi Collegium a predicto Thoma Legge annum redditum lxx^{li} recepit donec ad eorum possessionem devenisset. Et postea, videlicet .24 Maii anno reginæ Elizabethæ 21, idem Thomas Legge vendidit predictum manerium Roberto Church Theologiæ professori, Stephano Pierse in Medicina doctori, Georgio Estey Theologiæ baccalaureo et Johanni Gostlin artium magistro, et heredibus suis ad usum testamenti sive ultimæ voluntatis predictæ Jocosæ Franckland ut infra patebit.

[p. 148] Exemplificatio Indenturæ per quam Thomas Legge Legum Doctor vendidit Manerium de Dabernons in Duxford in Comitatu Cantabrigiæ Roberto Church Theologiæ professori Stephano Perse doctori in Medicina Georgio Estey in Theologia baccalaureo Johanni Gostlin Artium magistro.

This Indenture made the foure and twentieth day of Marche in the xlist yeare of the raigne of our Sovereigne Lady Elizabeth by the grace of God of England France and Ireland queene defender of the fayth &c., Betweene Thomas Legge Master of Gonevill and Caius Colledge in Cambridge on thone part and Robert Church Doctor of Divinity Stephen Perse Doctor of Physicke, George Estey bachelour of Divinity and John Gostlin Master of Arts fellowes of the said Colledge on the other part, ~~Witnesseth~~ that whereas the sayd Thomas Legge did of late purchase to him and to his heires the reversion of the Mannor of Dabernons with thappurtenances sett lyinge and beinge in Duxworth John, Duxworth Peter, Hinxson, Triplow, and Wittlesford, or els where in the County of Cambridge together with all

the said landes tenements services courts leetes royalties jurisdictions liberties profitts easements hereditaments and commodities to the said Mannour or reversion belonginge or in anie wise apperteyninge of one John Browne of Prittlewell in the County of Essex Esquire which said Mannor one Jane Mildmay wife of Henry Mildmay Esquire mother of the said John Browne now hath and holdeth for tearme of her life. Now the said Thomas Legge for divers good causes and considerations him especially moovinge and for a certaine competent somme of money to him beforehand paid hath geaven graunted bargained sold alienated and confirmed and by these presents for him and his heires doth fully and absolutely and clearly geave graunt bargain sell alien and confirme unto the said Robert Church Stephen Perse George Estey John Gostlin and their heires for ever all that the said Mannour of Dabernons with thappurtenances and all the landes tenements rents services leets courts royalties jurisdictions liberties profitts easements hereditaments and commodities whatsoever to the said Mannour or any part or parcell thereof belonginge or in anie wise appertayninge, [p. 149] Together with all his right title interest possession use reversion remainder and demand of in and to the said Mannour with thappurtenaunces and every part and parcell thereof. Together also with all the deedes charters myniments Court rowles wrytings and evidences which the sayd Thomas Legge hath or may lawfully come by without suite in Lawe touching or concerning the said Mannour or any part or parcell thereof, To have and to hold the said Mannour with thappurtenaunces and all other the premisses before by these presents bargained and graunted or ment or intended to be bargained and graunted together with all the right title interest possession use reversion remainder and demaund of the said Thomas Legge of in and to the said Mannour and every part and parcell thereof with thappurtenaunces unto the said Robert Church Stephen Perse George Estay John Gostlin their heires and assignes to the onely proper use and behoofe of them their heires and assignes for ever. And the said Thomas Legge doth by these presents for himself his heires executores and administrators covenant promise and graunt to and with the said

Robert Church Stephen Perse George Estay John Gostlin and every of them and with the heires and assignes of the survivors of them that he the said Thomas Legge hath lawfull power and authority to give graunt bargain sell and alien the premisses in manner and forme aforesaid, and that it shall and may be lawfull to and for the said Robert Church Stephen Perse George Estay John Goslin their heires and assignes and the heires and assignes of the survivors of them peaceably and quietly from time to time and all times hereafter for ever to have hold occupy and enjoy the reversion of the said Mannour and all other the aforesaid bargained premisses with thappurtenaunces fully and freely acquitted and discharged or otherwise sufficiently saved harmeless of and from all former feoffements bargaines sales judgments condemnations executions fines for alienations statuts merchaunt and of the statute recognizaunce joynters dowers rents charges rents secke and all other estates in fee simple fee taile for life or for lives whatsoever had made suffered or done by the said Thomas Legge or by any other person or persons whatsoever by his meanes assent or procurement the rents and services dew to the cheif lord or lords of the [p. 150] fee or fees hereafter and the estate for life of the said Jane Myldmay onely excepted and foreprized. And also that the said Thomas Legge and his heires shall warrant and defend against him and his heires for ever all the foresaid bargained premisses and every part thereof unto the said Robert Church Stephen Perse George Estay John Gostlin their heires and assignes for ever by these presents. *In witnesse* whereof the parties abovesaid interchaungeably have sette their seales and subscribed their names the day and yeare first abovewritten.

Recognitio Roberti Church Stephani Perse Georgii Estay et
Johannis Gostlin pro præstandis pactis Collegio in relaxa-
tione Manerii de Dabernons.

To all Christian people to whome this presente writinge shall come Robert Church Doctor of Divinity Stephen Perse Doctor of Phisicke George Estay Bacchelor of Divinity and

John Gostlin Master of Arts fellowes of Gunvill and Caius Colledge in the university of Cambridge send greetinge. Whereas Thomas Legge Doctor of the Civill Law and Master or Keeper of the sayed Colledge in Cambridge by his deed indented bearinge date the 24th day of March in the XLth yeare of the raigne of our soveraigne Lady Elizabeth the queenes Majestie that now is did geave graunt bargainne sell, alien and confirme unto us and to our heires and assignes the reversion of the Mannor of Dabernous with thappurtenaunces sett lying and beinge in Duxworth in the County of Cambridge together with all the landes tenements rents services courts leetes royalties jurisdictions liberties profitts easements commodities and hereditaments whatsoever to the sayed Mannour and reversion belonginge or in any wise apperteyning as in and by the sayed deed indented more at large it may appeare. **And whereas** it was fully clearly and absolutely ment concluded intended and agreed by and betweene the saied Thomas Legge Master of the saied Colledge and us the said Robert Church Stephen Perse George Estay and John Gostlin at the makinge sealing and delivery of the sayed indenture of gifte graunt bargainne and sale of the sayed premisses by the said Thomas Legge unto us that neither wee nor any of us nor the heires or assignes of the survivors of any of us should or ought to have take receive or enjoy any benefitt profit or [p. 151] commodity by vertue of the said bargainne sale and conveyance to us or any of us or to any of our heires or assignes to our or any of our owne proper use and behoof but onely to such benefitt use intent and meaninge as was expressed limited meant or appointed by the last will and testament in wrytinge of Joyce Franckland widowe late deceased and for the maintenaunce and better encrease of livinge of certaine schollers and fellowes in the sayed Gunvill and Caius Colledge by her sayed last will and testament appointed ordeyned and devysed. **Now knowe** yee that we the saide Robert Church Stephen Perse George Estay and John Gostlin for and in performance and accomplishment of the sayed trust true intent and meaning of the sayed Thomas Legge and of his saied bargainne and sale of the said premisses as aforesayed made unto us and for the

full satisfying of the good and charitable meaninge of the sayed Joyce Franckland in her sayed last will and testament expressed specified and declared do by these presentes for us and every of us and for the heires and assignes of every of us and of the survivors of us absolutely and fully covenaut promise and graunt to and with the sayed Master and fellowes of the sayed Colledge that neyther we nor any of us nor the heires or assignes of any of us shall or will at any time make any title clayme challenge or demaund to the said bargained premysses or to any part or parcell thereof as in our owne proper right or to any of our owne proper uses by vertue of the sayed bargain and sale, but onely according to the true intent and meaning of the last will and testament of the sayed Joyce Franckland, shall and will at all and every time and times hereafter, whensoever the Master and fellowes of the sayed Colledge shall think meete and convenient or shall make request or demaund to that effect and purpose assure convey alien assigne and sett over at the chardges of the sayed Master and fellowes all that our interest right and title which we have or may have in the foresayed bargained premises with thappurtenaunces to all and every such person or persons or body politicke and to such uses intents and purposes as the Master and fellowes of the sayed Gunvill and Caius Colledge shall nominate appoint limit or sett downe under their seale in wrytinge without any contradiction fraud or delay and without taking receyving detayninge employing or converting any the rents issues profitts or commodities of the said bargayned premysses or of any parte or parcell [p. 152] thereof to our or any of our owne private and proper uses, So that the sayed Master and fellowes may enjoy dispose or employ the whole issues rents profitts and commodities thereof for ever accordinge to the good and true intent limitation and purpose specified and sett downe in the sayed last will and testament of the sayed Joyce Franckland for the use and benefitt of the saied Colledge and to no other use intent limitation or purpose. In wítnes whereof the saied Robert Church Stephen Perse George Estay and John Gostlin have unto these presents sett every of our seales severally and subscribed our names the xxvth day of March in the xlist yeare of the

raigne of our soveraigne Lady Elizabeth by the grace of God of England Fraunce and Ireland queene defender of the fayth, &c.

Exemplificatio Indenturæ per quam Jacobus Altham de Latton in Comitatu Essexiæ armiger et Thomas Altham de civitate London vendiderunt Manerium de Swannely alias Swannesley jacens in Caxton in Comitatu Cantabrigiæ Magistro sive Custodi Collegii de Gunvill et Caius in universitate Cantabrigiæ et sociis ejusdem Collegii.

THIS Indenture made the eleaventh day of December in the sixteenth yeare of the raigne of our soveraigne Lady Elizabeth by the grace of God Queene of England Fraunce and Ireland, defender of the faith, &c., Between James Altham of Latton in the County of Essex Esquire and Thomas Altham of the citty of London of the one party, And the Master or keeper of the Colledge of Gonvill and Caius founded in the honour of thanksgiving of the blessed Marie the virgin in the university of Cambridge and the fellowes of the same College on the other party, ~~Witnesseth~~ that we the sayd James Altham and Thomas Altham for and in consideration of the somme of two hundred and forty poundes of lawfull money of England to them before thensealing hereof well and trulie contented and payed by the [p. 153] hands of William Gerrard of Harrow upon the Hill in the County of Middlesex Esquire and William Conway Citizen and grocer of London executors of the last will and testament of John Caius Doctor in phisicke deceased late Master of the sayed Colledge, whereof they the said James Altham and Thomas Altham knowledge themselves fully payed and satisfied, and thereof clearelie acquite and discharge as well the sayed William Gerrard and William Conway as also the sayed Master or keeper and fellowes and their successors, by these presents have bargained and sold and by these presents do clearlie and absolutelie bargain and sell unto the saied Master or keeper and fellowes their successors and assignes for ever, all those their Landes tenements meadowes pastures and hereditaments commonly called or knowne by the name of

Swannely otherwise Swannesly with all and singuler their members and appurtenaunces scituate lying or being in Capton alias Caxton in the County of Cambridge now or late in the Tenure use manuraunce or occupation of one John Aldwyn and sometimes in the tenure and occupation of one William Hawle and sometimes belonging and apperteyning to the late dissolved Monastery of St Neotts in the County of Huntingdon and parcell of the possessions of the same Monastery, And also one tofte and all the landes tenements meadowes commons and hereditaments of the saied James Altham and Thomas or either of them with their appurtenaunces to the sayed tofte belongyng scituate and being in Capton alias Caxton aforesayed now or late in the tenure and occupation of the sayed John Aldwen and sometime in the tenure and occupacion of the sayed W^m Hall and to the saied late dissolved Monasterie sometime belonging and apperteyning, and parcell of the possessions of the saied Monastery then being, And also all other woods underwoods and trees standing growing and being in [p. 154] and upon the saied premisses, And all the soyle and herbage of the same woods underwoods and trees, And the reversion and reversions of all and singular the premisses and of every part and parcell thereof, And also all rents and yearlie profitts whatsoever reserved upon anie demise lease or graunt made of the premisses or of any part parcell or member thereof. All which premisses the sayed James Altham and Thomas Altham late bought and purchased to them the sayed James and Thomas and to the heires and assignes of the sayed James for ever of one Richard Tryse of Stewkely magna in the County of Huntingdon gentleman, as by his deed indebted of the bargain and sale thereof to them made by the sayed Richard bearinge date the xxth day of Aprill in fifteenth yeare of the raigne of our sayed soveraigne lady queene Elizabeth more plainelie and at large it doth and may appeare. And further the said James Altham and Thomas Altham for the consideration aforesaid do by these presents clearly bargain and sell unto the said Master or keeper and fellowes and their successors all and singular deeds evidences wrytings charters escripts and myniments whatsoever touching or con-

cerning onely the saied lands tenements and premisses before by these presents bargained and sold or onely any part parcell or member of the same, As many of which sayed deeds evidences writings charters escripts and myniments as they the sayd James Altham and Thomas Altham or either of them now have or hath in their or either of their handes custodie or possession, or which they or either of them may lawfully come by without suite in the Law, together with true copies of all such other deeds evidences writings charters escripts and myniments as do concerne the premisses together with other lands tenements or [p. 155] hereditaments. The said James Altham for him his heires executours and administrators doth covenaut and graunt by these presents to deliver or cause to be delivered unto the sayed Master or keeper and fellows at their Colledge of Gunvill and Caius aforesayed at or before the feast of the Annunciation of our Lady St Mary the virgin next ensuing after the date hereof, To have and to hold the sayed lands tenements tofte meadows pastures woods underwoods and hereditaments deeds evidences wrytinges charters escripts and myniments and all and singular other the premisses with thappurtenaunces unto the sayed Master or keeper and fellows their successors and assignes for ever to the sole onely and proper use and behoof of the sayed Master or keeper and fellows and of their successours and assignes for ever absolutely without any condicion or mortgage. And the sayed James Altham for him his heires executors and administrators covenauteth and graunteth to and with the saied Master or keeper and fellows their successours and assignes by these presents that the saied lands tenements tofte meadowes pastures and hereditaments, and all and singular other the premisses before bargained and sold with their appurtenaunces and every part and parcell thereof at thensealinge and delivery of these presents are and ben and at all times hereafter shall or may continue and bee unto the sayed Master or keeper and fellows their successors and assignes clearly acquitted exonerated and discharged or sufficiently saved and kept harmeles by the sayed James Altham his heires executors and administrators of and from all former bargaines sales gifts graunts leases joyntures

dowers recognizances statutes marchaunt and of the staple entailes judgements executions extents and of and from all other charges titles troubles and encombraunces whatsoever [p. 156] had made or done by the said James Altham and Thomas Altham or either of them (the rents and services from henceforth to be due to the cheif lord or lords of the fee or fees of the premisses and one lease of the premisses, bearing date the eight and twentieth day of November last past before the date hereof made by the sayed James Altham and Thomas Altham to the foresayed John Aldwen for the tearme of fiftie and six yeares from the feast of St Michael tharchangell last whereupon the yearly rent of tenn poundes and one boare or thirteene shillings foure pence in lieu thereof is reserved and shall or may continew payable unto the sayed Master or keeper and fellowes their successors and assignes during the continuance of the same lease onely excepted) And further the sayed James Altham for him his heires executors and administrators doth covenaut and graunt to and with the sayed Master or keeper and fellowes and their successors by these presents, That they the said James Altham and Thomas Altham and the heires of the sayed James Altham and all and every other person and persons and their heires which may lawfully have claime challenge or demaund any estate right title or interest in or to the premisses by from or under the sayed James and Thomas or either of them (other then the sayed John Aldwen for his lease and interest before excepted) shall from time to time and at all times upon request to them or any of them to be made by the sayed Master or keeper and fellowes their successors and assignes do make knowledge and suffer or cause to be done made knowledged and suffered all and every such lawfull and reasonable act and acts devise thing and things whatsoever for the further more better and perfect assuraunce [p. 157] sure making and conveyance of all and singular the premisses with thappurtenaunces unto the said Master or keeper and fellowes their successors and assignes for ever, bee it by deed or deeds enrolled, thenrolment of theise presents fyne or fynes feoffment recovery release with warrantie against the said James Altham and Thomas Altham and the heires of

the sayed James Altham or otherwise, and by all any or as many of the wayes meanes and devises aforesaied or by anie other reasonable way or meanes, as by the said Master or keeper and fellowes their successors or assignes or their learned counsell and at their proper costs and charges in the law shalbe reasonably advised devised and required, with warrantie onely against the sayed James Altham and Thomas Altham and the heires of the sayed James Altham as is aforesaied. **In witness whereof** to the one part of these presente indentures remayning with the sayed Master or keeper and fellowes the sayed James Altham and Thomas Altham have sett their seales, and to the other part remayning with the sayed James and Thomas the said Master or keeper and fellowes have sett their common seale the day and yeare first above written.

James Altham.

Thomas Altham.

Recognita coram Richardo Read milite, magistro in Cancellaria, secundo die Februarii anno suprascripto apud ædes suas in Chancery Lane.

Richardus Willison de Sugwas in Comitatu Herefordiensi armiger quondam socius hujus Collegii quasdam terras suas in Haglo et Pulton in parochia de Awre in Comitatu Glocestriæ in forresta vulgo vocata the forrest of Deane quas Sabrina fluvius ex altera parte aluit Collegio testamento suo sive ultima voluntate data 25^o Januarii 17^o Elizabeth, legavit, Custode sive Magistro Thoma Legge Legum Doctore, quarum annuus redditus [p. 158] est vij^{li}. xvj^s., ut inde duo scolares alerentur quorum singuli annum stipendium [blank] auferant ita ut cognati ejus preferantur, alioqui in comitatu Suffolciæ oriundi; sed quia terræ in testamentis jure communi hujus regni corpori civili relinqui non possunt, Margareta [Anna] Willison uxor ejus fœmina numquam satis laudata, quæ virtute testamenti mariti sui defuncti terris illis durante vita sua naturali fruebatur, hoc anno una cum Johanne Skipp de Clifford in Comitatu Herefordiensi predicto generoso cognato et proximo hærede præcipiant Richardi Willison indentura sua data 27^o Maii Anno Regni Elizabethæ 29^o predictas terras Collegio concesserunt, quarum tamen reddi-

tus et emolumenta predictæ Margaretæ [Annæ] pro termino vitæ suæ juxta testamentum mariti sui percipere Collegium promisit, quæ postea quarto Augusti 1596 ex hac vita migravit.

Exemplificatio indenturæ per quam Anna Willison de Sugwas in Comitatu Herefordiensi et Johannes Skippe de Clifford in Comitatu predicto generosus concesserunt terras suas in Pulton et Hagio Magistro sive Custodi Collegii de Gunvill et Caius in Academia Cantabrigiæ et sociis ejusdem Collegii.

This Indenture made the seaven and twentieth day of May in the nine and twentieth yeare of the raigne of our soveraigne Lady Elizabeth by the grace of God of England Fraunce and Ireland queene, defender of the Faith, &c., Between Anne Willison of Sugwas in the countie of Hereford late wife of Richard Willison late of Sugwas aforesaid esquire deceased and John Skippe of Clifford in the county aforesayed gentleman cosin and heire of the same Richard Willison of thone partie, and Thomas Legge Doctor of the Law Master or keeper of Gunvill and Caius Colledge founded in the honor of thannunciation of the blessed Virgin Mary in the Universitie of Cambridge and the fellowes of the same Colledge of thother partie Witnesseth that the sayed Anne Willison and John Skippe as [p. 159] well for and in consideration of a certaine somme of mooney to them in hand before thensealing hereof by the sayd Master and fellowes of the Colledge well and truly contented and payed, (whereof and wherewith the sayed Anne and John Skippe do acknowledge themselves fully satisfied and payed and thereof do fully and clearly acquit and discharge the sayd Master and fellowes and their successors by these presents) as also for the accomplishment and perfourmance of the last will and testament of the sayed Richard Willison have geaven graunted bargained and sold and by these presents do fullie and clearly give graunt bargain and sell unto the said Master and fellowes of the Colledge aforesaid all and singular the messuages landes tenements meadows pastures feedings woodes underwoodes rents reversions services and hereditaments what-

soever with all and singular their appurtenaunces commonly called and reputed the customarie landes of Pulton sett lying and being in the townes feilds and parishes of Awre Haglo and Poulton in the county of Glocester, And all the right title interest reversion remainder claime and demaund of them or either of them which they or anie of them may might should or ought by anie way or meanes have claime chalenge or demaund of in or to all and singuler the premisses above written or of in and to anie part and parcell thereof together with all and singuler deeds evidences charters writings miniments touching and concerning the same or anie part or parcell thereof. To have and to hold all and singuler the sayed messuages lands tenements meadowes pastures feedings woods underwoods rents reversions hereditaments and all and singular other the premisses with thappurtenaunces to the sayed Master and fellowes of the Colledge aforesaied and their successors to thonely use and behoof of the saied Master and fellowes and their successors for ever. To hold of the Cheif Lord and Lords of the same fee [p. 160] or fees by the services thereof due and accustomed, And the sayed Anne and John Skippe for them and every of them and for the heires and assignes of the same John Skippe do covenaut and graunt to and with the sayed Master and fellowes and their successors by these presents that they the saied Anne and John and every of them and the heires and assignes of the sayed John all the sayed messuages landes tenements and other the premisses with their appurtenaunces to the sayed Master and fellowes and their successors against the saied Anne and John Skippe and the heires of the saied John shall at all times hereafter warraunt and defend for ever. In witnes whereof to these present indentures either of the parties abovesaid enterchangeably have sett their hands and seales the day and yeare first above written.

Anne Willison. J. S.

Sealed and delivered in the presence of Edward Cooper treasurer of the Cathedrall Church of Hereford, James Yayden notarie publique, Edmund Skippe, Thomas Brugge, Thomas Stevens.

Recognita per breve de *Dedimus potestatem*, similiter irrotulata per W. Herd et Joh. Baylie deputatos clericos.

1588

1589

Aulæ fenestræ oblongiores dempta parte aliqua inferiore, quæ nullo vitro obducta fuit, breviores factæ sunt sed lucidiores quarum vitrum diversorum sumptibus emptum fuit: vitrum fenestræ ex adverso mensæ sociorum sumptibus Thomæ Martin legum doctoris in quo sua insignia sive arma et duarum uxorum ejus depicta sunt: vitrum vicinæ fenestræ impensis Francisci Dorrington Theologiæ Professoris quondam præsidis hujus Collegii ejus armis decoratum: vitrum tertiæ fenestræ impensis Thomæ Stuteville de Dalham in comitatu Suffolciæ armigeri quod ejus insignia testantur. Ex adversa parte prioris fenestræ vitrum emptum fuit sumptibus Thomæ Legge legum [p. 161] doctoris Custodis sive Magistri Collegii suis armis ornatum: vitrum alterius fenestræ pecunia Richardi Swale legum doctoris nuper presidis Collegii, in quo ejus arma spectantur.

1590

1591

1592

1593

1594

Henricus.....de Buria sancti Edmundi in comitatu Suffolciæ clericus vir gravissimus et doctissimus opera divi Chrisostomi latine Collegio dedit quæ in bibliotheca reponuntur. Hoc anno Stephano Perse in medicina doctore bursario ob incrementum numeri sociorum et studiosorum Collegii cum cætera ædificia commodè tantum numerum capere non possent, decreto custodis et sociorum tria illa tenementa in parochia Sancti Michaelis quæ a Collegio Trinitatis empta sunt, ut supra dictum est, in usum Collegii convertuntur, a Porta Humilitatis usque ad vicum sive venellam vocatam Find Silver lane, relictis quibusdam officinis locandis oppidanis, atque ea de causa porta extructa est in muro longo septentrionali inter Portam Virtutis et Portam Humilitatis.

Thomas Martin legum doctor de quo supra diximus dedit Collegio quosdam libros quorum nomina sequuntur.

Flavius Blondus de Roma triumphante
 Titelmannus in Psalmos
 Sabellici pars posterior
 Senecæ philosophia
 Dionysius Halicarnasseus
 Ptolomæi Geographia
 Julius Frontinus de re militari

Thomas Reeve artium magister nuper socius Collegii moriturus dedit Collegio cochlear deauratum valoris 20^s quod in ærario reponitur.

Hoc anno scholares magistri Willison primum electi sunt [p. 162] quia tum magistra Willison vidua, cui durante vita sua naturali terræ in comitatu Glocestriæ, ex hac vita migravit.

1596

1597

1598

1599

2^o Augusti Johannes Wright filius Thomæ Wright de Weeting in Comitatu Norfolciæ alumnus hujus Collegii adolescens ætatis suæ 19 annorum in pauperes liberalis et suis munificus, moribundus et nunc sepultus in ecclesia Sancti Michaelis Cantabrigiæ, dedit Collegio poculum argenteum valoris 4^{or} librarum cui nomen ejus et patris sui iuscriptum est quod termino paschalis 1601 Thomas Wright frater et alter executorum ejusdem Johannis tradidit Custodi Londini in usum Collegii quod nunc possidet illud.

Quarto die Martii Willielmus Cutting generosus mortuus est qui testamento suo sive ultima voluntate relictis executoribus Gulielmo Bereblocke aurifabro et Henrico Mattin alias Gisborne fabro ferrario civibus Londonensibus dedit Collegio annuatim xiii^{li}. vi^s. viii^d. in perpetuum ex omnibus terris et tenementis suis vocatis Allyns alias Rumbalds cum suis pertinentiis in parochiis de West Tilbury et Chadwell in Comitatu Essexiæ ad alendos quatuor pauperes scholares ita ut singuli annuatim

habeant quinque marcas et preferantur illi qui in comitatu Norfolciæ oriundi essent, et voluit ut nomine pœnæ 40^s numerentur si predicta summa xiii^{li}. vi^s. viii^d. debitis temporibus non persolveretur: cujus legati tenor sequitur et est talis.

. Legatum Magistri Cutting.

And concerning all my landes and tenements in Essex and Kent. Imprimis I do geave and bequeath unto the Master and fellowes of the Colledge in Cambridge commonly called Gunvill and Caius Colledge twenty marks sterling English money yearelie for ever to be issuing and going out [p. 163] of all my lands and tenements commonly called or knowne by the name or names of Allyn alias Rumbalds with their appurtenaunces in the parrishes of West Tilbury and Chadwell in the County of Essex and which I purchased and bought of Justinian Champneyes esquire and Ugeny Gatton gent, And the first paiment to beginne at the feast of St Michael tharchangell next after my decease, and that for and upon every default of paiment shalbe forfeited and paid unto the saied Master and fellowes and their successors for every such default xl^s (nomine pœnæ). And that upon every default of paiment of the saied xx^{tie} marks it shalbe lawfull to the sayed Master and fellowes for the time being and their successors for to enter and distraine in and upon the same lands and tenements as well for the sayed twenty marks with the arrerages thereof, as for the saied sommes to be forfeited (nomine pœnæ). And the distress and distresses to impound and detain untill the same xx^{tie} marks and the arrerages thereof with the saied somme of xl^s (nomine pœnæ) as aforesaied shalbe fully satisfied and payed unto the said Master and fellowes and their successors for ever as aforesaied. Which saied yearly paiment of twenty marks and the saied sommes to be forfeited (nomine pœnæ) as aforesaied I doe will give and devise for and towards the maintenaunce of such foure poore schollers there, as by the Master and fellowes of the saied Colledge for the time being or the most parte of them shalbe thought meete. And that schollers borne within the

Countie of Norfolk shall be relieved therewith before anie others, And the saied schollershipps shalbe called Cuttings poore schollerships.

Hac annuali pensione Collegium hactenus non fruebatur quod jure communi Angliæ hujusmodi legata corpori civili inutiliter relinquuntur: sed quia magno senatu regni, quem Parliamentum vocant, cautum est, anno Regni Elizabethæ 39°, [p. 164] quod sine licentia regia licebit cuivis in pauperum usum terras annui redditus decem librarum et ultra largiri, hujusmodi donatio fortassis non erit inutilis.

1600

(Gilbertus) Willoughby generosus quondam pensionarius minor hujus Collegii poculum argenteum eidem dedit cui nomen ejus inscriptum est, quod termino Trinitatis 1600 executores ultimæ voluntatis suæ tradiderunt Custodi in usum Collegii.

25 Aprilis 1600 Antonius Duisborough artium magister et socius Collegii comparavit suis impensis aeneam aquilam quam dedit Collegio, qua nunc utimur ad ferendos sacros libros in sacello, cum hac inscriptione, Æternum Antonii Duisburgi testor amorem. Mense Junii, Roberto Church Theologiæ Professore bursario, atrium Collegii de Gunvill totum in majorem ejusdem splendorem ligneis iisque majoribus et editioribus cancellis ordine quo nunc sunt positis ornatum est atque depictum Collegii sumptibus, excepta tantum impensa ædificationis per predictum D. Church exonerata.

Sexto Julii Thomas Hyrne senator sive aldermannus civitatis Norwicensis, pro ingressu et admissione filii Clementis Hyrne in sociorum commeatum, deauratam stateram cum operculo valoris xliii^{li}. vj^s. dedit, in qua insignia sive arma sua imprimuntur.

1601

2º Aprilis Thomas Grimeston in medicina doctor nuper socius in Collegio publice anatomiam sive dissectionem humani corporis fecit non sine summa ejus laude et maximo auditorum fructu, humano corpore prius obtento juxta licentiam regiam Collegio concessam et ostensam Johanni Popham summo justiciario Angliæ.

1602

(Johannes) Porie artium magister hujus Collegii alumnus Collegio dedit librum descriptionis totius Africæ ab eo lingua [p. 165] Anglica donatum, cum epistola dedicatoria.

1603

Willelmus Hearle socius Collegii cum uxore ducta relinqueret Collegium in testimonium amoris sui dedit eidem Historiam Sabellici tribus voluminibus, quæ in bibliotheca reponitur.

[p. 154] ¹Ab eo anno quo a Caio fundatore destitutum est, dignissimi viri Thomæ Legg Collegii Custodis fideli procuratione Annales hujus Collegii usque ad annum 1603 deducti fuerunt. A quo tempore, per annos quinquaginta intermissam continuationem aggressus est Gulielmus Moore quondam socius Caio-Gon: eamque ex actis et transactionibus Collegii, aliisque monumentis rerum gestarum veritatem attestantibus, ad annum Domini 1648 perduxit, industria qua poterat summa et fide intemperate, non enim incertis aliorum relationibus temere confusus est, sed aut ex authenticis scriptis aut propria notitia hausit ea quæ traderet posteritati. Cumque ab anno 1606 ad annum 1647 hic commoratus, et in tractandis Collegii negotiis annos plus minus triginta versatus fuerit, noluit ea celare quæ posterorum maxime intererat scriptis mandari, nec deesse beatæ memoriæ tot piorum manium, quorum munifica charitas studiis nostris tam ampla ministrabat subsidia, non ut nobis vivamus sed ut prosimus posteris. In testimonium itaque gratitudinis suæ, et officii debiti, opus istud aggreditur, impeditum quamvis et præruptum, Deo tamen duce confidit superandum.

Anno 1603

[p. 155] Edwardus Bourghier Dominus Fittzwarren, filius honoratissimi celeberrimique viri Domini Gulielmi Bourghier Comitæ Bathoniensis, de Tastocke in Comitatu Devoniensi, in admissione sua Collegio dono dedit poculum argenteum deauratum ponderis 3̄ xxv, cum hac inscriptione, Edward Bourghier Lord Fittzwarren; et insignibus.

¹ Up to this point we have followed the vellum copy. Hence onward the paper copy is the original, and in fact the only authority.

Octo. 24 in loco Capitulari decretum est per Custodem, cum consensu omnium sociorum præsentium, propter imminens periculum pestis grassantis, ut liceat omnibus ex fundatione abesse usque ad duodecimum diem Januarii proximum (si iis visum fuerit) ita ut nihil detrahatur illis pro absentia singulis septimanis, licet diutius abfuerint mensa, atque ut omnium sociorum disputationes interim intermittantur, atque exercitia, ac si non terminus esset: præterea ut electio scholarium ex fundatione differatur usque ad tempus predictum, ita tamen ut illi qui tum electi fuerint habeant stipendium prioris temporis elapsi. Decretum hoc extractum est ex Actis Collegii a Festo Mich. 1603.

Jan. 18. Concessum est unanimi Custodis et sociorum consensu ut Robertus Curson, modo tenens Collegii, habeat et teneat, durante vita sua naturali et Annæ nunc uxoris suæ, eam partem tenementi nostri juxta Portam Humilitatis quam nunc possidet, eo modo quo jam habet, cum pertinentiis in usu et occupatione sua existentibus, pro reddito annuo quem nunc solvit, l. 10^s.; sed ea tamen conditione ut si Magister sive custos et socii predictam partem tenementi interim aliquando velint in usum Collegii quoquomodo, aut aliquam parcellam predictæ partis convertere, extunc liceat iis in eandem partem aut parcellam ejusdem intrare, et ad suum usum transferre, non obstante hac concessione nostra.

Martii duodecimo 1603, unanimi consensu Custodis et sociorum tunc presentium, superiori omnino similis concessio facta est Johanni Bell et Janæ uxori suæ, ut tenementum Collegii quod nunc occupant obtineant durante vita utriusque eodem reddito quem nunc solvunt, modo in usum Collegii interea non transferatur, ut supra cautum est in concessione nostra Roberto Curson et uxori suæ. Utraque hæc concessio habetur inter Acta Collegii a Festo Mich. 1603.

Anno 1604

Henricus Pratt Collegii hujusce socius, et vir inter doctos clarus, discedens dono dedit Bibliothecæ publicæ, Anselmi

opera, S^{ti} Cyrilli Alexandrini opera varia, Fernelii opera, Bibliothecam Vaticanam.

[p. 156]

Anno 1605

6^o Novembris 1605, in Sacello socii tunc in Collegio præsentes, cum assensu Custodis in suis literis expresso, decreverant ut peste sæviente ac magis in oppido grassante, liceret sociis et scholaribus Collegii (qui per Statuta possunt) abesse usque ad decimum tertium Januarii, sine ulla stipendii sui detractone ratione hujus suæ absentiae, præsertim hac periculi urgente necessitate, prout videre est in Actis Collegii a Festo Mich. 1605.

Hoc anno locatio manerii de Mortimers olim facta Majori et Ballivis villæ de Cantabrigia pro termino nonaginta et novem annorum, tandem expiravit. Hi vero quo fraudarent Collegium suo emolumento et ad iniquas conditiones cogerent, Aulam petebant, et a regia Majestate literas obtinuerant matorias, pro renovatione locationis prædictæ, quibus mature et provide occursum est per Collegii socios. Missis enim aliquot Collegii nomine, qui oppidanorum fraudes et injurias palam facerent, statim rex æquissimus Jacobus, rejecta Burgensium petitione, collegio concessit liberam potestatem quibus velint locandi has terras, et ut suo jure fruerentur jussit. Ea autem erat oppidanorum iniquitas, ut terras totumque jus Collegii in integrum restituere noluerunt, permistis enim manerii hujus simul et illorum fundis, deletis finibus, tenementorum mutatis nominibus, &c., tam longo temporis tractu tanta rerum et fundorum orta est confusio, ut Collegii totum periit faldagium, insuper redditus e tenementis aliquot juxta Newnam et alibi exeuntes et huic Manerio annexi (ut patet ex evidentis eo spectantibus) ulterius solvi Collegio desierunt, nec spes ulla restat Collegio jus suum in iis recuperandi, nisi constiterit, quæ tenementa, qui fundi, et quibus in locis siti fuerunt, quod, in tanta rerum confusione detestanda oppidanorum tenentium fraudulentia facta, perquam arduum, ne dicam impossibile fuerit. Hæc posteris nota esse cupimus ut

iis constaret quomodo jus et commodum Collegii in hoc manerio de Mortimers plurimum diminutum sit.

Sept. 30. 1605

Rejectis oppidanis locatio facta est Sep. 30 1605 Gulielmo Pagett ad usus Custodis Th. Legg pro termino viginti annorum a festo Sancti Michaelis 1605. Cui Gul. Paget 12^o Aprilis 1606 facultas facta est ut alienare possit dictas terras de Mortimers sibi locatas, ut patet ex Actis Collegii a festo Annunciationis 1606.

[p. 157]

Anno 1606

Gulielmus Paston de Oxnitte in Comitatu Norfolciæ Eques Auratus, in testimonium pietatis suæ ac munificentiae in Collegium hoc nostrum, dono dedit centum libras, ad ædificationem novæ Aulæ, quas Dr Gostlyn Collegii socius retulit in ærarium 16 Decemb. 1606.

Anno 1607

Thomas Grymston Norffolciensis quondam socius hujus Collegii Medicinæ Doctor testamento suo Jan. 17 1607 Bibliothecam publicam instruxit libris sequentibus: Savonarolæ Practica major: Vesalii Anatomia: Ruellius de Natura Stirpium: Principia Medicorum (?): Gerardi Herbarium.

Thomas Legge Nordovicensis, socius primo Collegii Trinitatis, secundo Jesu, inde a fundatore Johanne Caio, jam vivente, constitutus est hujus Collegii Custos decimus nonus anno 1573 (prout videre est Annal. pag. 135). Legum Doctor, unus magistrorum Cancellariæ, Curiae de Arcubus Doctor, Academiæ Commissarius, et bis Procancellarius, annis scilicet 1587 et 1592, obiit Julij 12, 1607 anno ætatis 72^o postquam Collegii regimini fœliciter præfuisset annis 34 et septimanis 2^{bus}. Hunc virum placidissimi mores plurimum ornabant, unde sibi Collegii socios omnes, amoris atque observantiæ vinculo, habuit semper devinctissimos, studiumque ejus promovendi bonas literas, et remunerandi conatus juvenum eo aspirantium, spectandum valde simul et amabilem reddidit: solebat vir alioqui gravis, et continuis fori negotiis occupatissimus,

spectandis et componendis fabulis, præsertim tragediis, fessum animum recreare, quarum una, quæ truculentos mores Ricardi tertii repræsentabat, publice olim acta erat in Aula Collegii Divi Johannis Cantabrigiæ summo cum Academicorum applausu; altera de excidio Hierosolymitano, quamdiu vixit, horis subsicivis sub lima polivit, quo elimatiorem eam tandem proponeret spectandam; cumque jam omnibus numeris absoluta esset, plagiarii nescio cujus piceatis manibus spes nostra misere frustrata erat. Leggo, executorum sumptibus, extructum est monumentum pensile, ad australe latus sacelli, infra quod ejus conditur depositum. Superiorem partem monumenti ornant arma Gentilicia, cum lemmate epigraphico: Coll legame della legge; tum nomini, tum professioni, alludente. Infra statuum (orantis speciem referentem) monumento titulus ascriptus: Thomas Legge Legum Doctor quondam Custos hujus Collegii obiit anno Domini 1607, 12^o die Julii, ætatis suæ 72^o. Et Gostlinus (qui cum eo conjunctissime vixerat) titulo subjunxit hoc disticon;

[p. 158]

Junxit Amor vivos, sic jungat terra sepultos;

Gostlini reliquum; cor tibi Leggus habes:

subscripto symbolo, Christiano homine dignissimo, Moriendo vivit. Quanto in honore claruit Leggus apud alios satis constat ex elogio illo celeberrimo eruditi cujusdem viri literis ad eum datis Calendis Jan. 1585 ubi hæc habentur: In antiquitatis studio, tam egregie versatus es, ut id de te ipso potes quod de se Apollo Ennii:

A me omnes Cantabrigienses consilium expetunt in literis incerti, quos ego mea ope ex incertis certos compotesque consili dimitto.

Abest a meis scriptis vanitas et...

Quæ Collegio legavit videantur in ejus testamento infra scripto. (Testamentum Doctoris Legge hic omissum: Quære pag.)

Benefactoris hujus dignissimi nummis e Mauerio nostro de Mortuo mari, Cantabrigiæ sito, illique a nobis sub persona

Gulielmi Pagitt ad terminum annorum concessio a Festo Mich. 1605 (ut patet in Annalibus hujus anni), cujus redditus Collegii cistæ jam moriens Julii 12. 1607 pie restituit, accrescentibus ad valorem 600^{li}, novi ædificii latus orientale extructum erat, ex latere cocto. E bonis testamento non legatis, quorum fit mentio ultima clausula testamenti, ulterius accesserunt Collegio libri, numero 147, quorum Catalogus habetur in publica Collegii Bibliotheca.

Cum Leggus diem obiit, feriæ erant solennes Academicæ, vacationes vulgo nominatæ; quo tempore in more erat sociis, vel relaxandi animi gratia, vel ad propria obeunda negotia, a studiis et libris vacare: hinc contigit plures a Collegio tunc temporis abfuisse, quod futuræ electioni novi Custodis plurimum obfuit; præsentibus tamen socii statim se accingunt operi, et ea de re conveniunt in loco capitulari, Doctore Perse et Magistro Fletcher se sistentibus in scrutinio; quo conventu Johannes Gostling Norwicensis et Medicinæ Doctor designatus est Custos, per sex suffragia rata et indubia; septimo nonnihil inerat ambiguitatis, quod tamen ad suas partes accedere reliqui interpretabantur; neque ulterius solliciti fuerant de iteranda electione, quod per statuta licuit, et e re eorum fuisset, sive ex imprudentia sive ex absentia sociorum qui nondum redire. Sed interim rumores sparguntur electionem hanc non esse undequaque validam, qui (elapso tempore electioni per statuta prefixo) ad aures Cancellarii Academicæ delati, is [p. 159] ne deesset sibi aut officio suo, in electionem inquit; et Doctore Perse et Magistro Fletcher qui in scrutinio stabant Londinum accitis, discussa et cassata priore electione, a Gostlino abjudicavit officium Custodis, et Gulielmo Branthwaite Nordovicensi sacræ Theologiæ Doctori et tunc temporis (speciali gratia) Collegii Emmanuelis socio, commisit hujus Collegii regimen: quo sane facto, suo usus est jure Cancellarius; sed summa cum injuria, posthabito nimirum Reverendi patris Batemanni statuto, quo cautum est, si ad Cancellarium facta fuerit devolutio, ut is aliquem Collegii socium idoneum præficiat in Custodem; cui muneri omnium judicio perquam idoneus visus est Gostlinus, qui amotus Custodis munere (ne dicam fraudatus suo jure), subducens se Collegio, contulit se

in Devoniam ubi ad multos annos medicinam foeliciter exercuit. Hinc prima jacta fuere teterrimæ discordiæ semina, unde ingens malorum seges in sequenti tempore Collegio aborta est; quo modo, tempore et comitatu Gulielmus Branthwaite introductus est ad capessendum Collegii regimen, testantur Acta Collegii a festo Sancti Michaelis 1607 his verbis 14 Novemb. 1607

Vid. Lib.
Act. &
Gesta a
1592 ad
finem.

Gu. Branthwayt admissus est 14 Dec. 1607 virtute determinationis et nominationis a Cancellario factæ. Totum admissionis et electionis negotium in libro Gratiarum Universitatis habetur sub testimonio Jacobi Tabor Registrarii Acad. pag. 235. a. b., 236 a. b., 237, et in fine libri Exituum et Actorum Collegii ab anno 1592 ad annum 1618.

Gulielmus Branthwaite Sacræ Theologiæ Doctor provisus est et designatus Magister sive Custos hujus Collegii vicesimus per literas Roberti Comititis Sarisburiensis, hujus Academiæ Cancellarii, penes quem, per devolutionem ex præscripto Statuti, provisio Custodis fuit, et dato juramento per Doctorem Perse, seniore socium, in loco Capitulari, ab eodem fuit creatus, admissus, et in realem et corporalem possessionem inductus in præsentia Rogeri Goad, Sacræ Theologiæ Doctoris, Academiæ procancellarii, et prefectorum Collegiorum Doctorum Nevill, Barwell, Duport, Clayton, Smyth, Magistri Chadderton et sociorum aliquot atque scholarium hujus Collegii.

April 23. 1608

Decretum est per Custodem, et majorem partem Sociorum, ut qui ad gradum Magisterii in Artibus fuerint promoti in hac Academia hujusque Collegii alumni extiterint ante illum gradum susceptum, per aliquot annos possunt in Sociorum commeatum admitti, si solvant in Collegii usus, pro ingressu, viginti solidos, si eorum mores fuerint a Custode et sociis approbati; quæ pecuniæ summa destinata est unanimi consensu comparandis poculis argenteis, in usus mensæ communis, ut patet ex Actis Collegii, a festo An. 1608.

Octo. 13. 1608

Per Magistrum, sive Custodem, et omnes socios domi præsentés, licentia concessa est, sub communi Collegii sigillo,

[p. 160] Thomæ Spicer firmario Manerii nostri de Aynells, ut possit ædificium quoddam prope collapsum, jamque ruinam minitans, positum super terras vocatas Samsells, diruere et demoliri, ea lege, ut intra biennium a tempore concessionis suis sumptibus extruatur et reædificetur, forma fabricaque multo melioribus magisque spaciosis, quemadmodum cautum est in carta concessionis.

Anno 1609

Thomas Wendy Suffolciensis, Medicinæ Doctor, quondam socius, præses Aulæ de Gonville, quatuor augustissimis principibus Henrico octavo, Edwardo sexto, Mariæ et Elizabethæ, a consiliis medicis, ex testamento, duodecimo Februarii anno 1559, dedit Collegio libras decem annui redditus, ex appropriatione beneficii sui de Haslingfeild, in Comitatu Cantebrigiæ, ita tamen ut redditus iste annuus Collegio neutiquam accederet ante obitum Margaretæ uxoris suæ, prout latius patet pag. 60 hujus libri Annalium. Margareta uxor ejus diem obiit 24^o Octob. 1570, post cujus mortem in Collegii potestatem venit Rectoria de Haselingfeild cum pertinentiis, quam concessimus ad feodum Thomæ Wendy nepoti predicti Doctoris 21 Dec. Anno 1570 secundum testamentum predicti Doctoris: quæ omnia fusius enarrantur pag. 91 hujus libri Annalium: ex quo tempore annuus redditus prædictus decem librarum Collegio neutiquam persolutus est per annos 38, sc. usque ad annum 1609, quo temporis spatio debitum excrevit ad 380^{li}: eo itaque anno, sc. 1609, convenit inter Collegium et Thomam Wendy armigerum de Haselingfeild in Comitatu Cantabrigiæ, dicti Doctoris et nepotem et hæredem, de relaxatione prioris annui redditus, ut et totius debiti superius nominati, hac lege, ut idem Thomas Wendy et hæredes ejus solverent Collegio, de futuro in perpetuum, annum redditum viginti marcarum, exeuntem e terris suis in Barrington in Comitatu Cantabrigiæ, prout patet in Indentura infra scripta.

This Indenture made the nineteenth day of March in the seaventh yeare of the reigne of our soveraigne Lord James by the Grace of God King of England Fraunce and Ireland defender of the Faith &c. and of Scotland the three and fortieth

betweene Thomas Wendy of Haslingfeild in the County of Cambridge Esqr. of the one part and William Branthwaite Dr of Divinitie, and Master or Keeper of Gonvile and Caius Colledge founded in the honour of the Annunciation of the blessed virgine Marie and the Fellowes of the same Colledge on the other part ~~Witnesseth~~ that whereas the Master or [p. 161] Keeper and Fellowes of the said Colledge by their Indenture, bearing date the First day of December in the thirteenth yeare of the Reigne of our Sovereigne Lady Elizabeth of famous memory Queen of England, and in the yeare of our Lord God one thousand five hundred and seaventie, did demyse and graunt to the said Thomas Wendy the Rectorie or Parsonage of Haselingfeild together with the Mannor of Melforde in Haselingfeild aforesaid in the said Countie of Cambridg with all and singular their appurtenaunces and the nomination presentation and free disposition of the vicaridge of Haselingfeild aforesaid in as free large and ample manner as the said Master and Fellowes of the said Colledge had and enjoyed the same by vertue of the gift graunt and bequest of the last will and testament of Thomas Wendy Doctor of Physick deceased, To have and to hold to the said Thomas Wendy and to his heyres and assignes for ever, Yeilding and paying therefore yearely the summe of ten pounds of lawfull English money at two tearms or Feasts in the yeare that is to say, at the Feast of the Annunciation of our Lady and of St Michael the Archangel, by equall portions in the hall of the said Colledge betweene the houres of nine and eleven in the forenoone with a nomine pœnæ of twenty shillings, if the said Rent of ten pounds were behind and unpaid in part or in all by the space of eight dayes after any of the said Feast dayes of payment as aforesaid, and with a Clause of distresse for the same Rent and nomine pœnæ. And if it shall happen the said yearely rent of Tenne pounds or any part thereof to be behind and unpaid by the space of Twenty dayes next after either of the said Feasts as aforesaid being lawfully demaunded that then and from thenceforth it should and might be lawfull to and for the said Master and Fellowes of the said Colledge and their successours to enter in and

upon the said Rectory or Parsonage of Haselingfeild aforesaid and in and upon the said Mannour of Melforde and the presentation of the said vicaridge of Haselingfeild aforesaid and the same to deteyne possesse and enjoy untill such time till the said yearely rent of Tenn pounds and everie part thereof together with the arrearages, if any were, should be to the said Master and Fellowes of the said Colledge fully satisfied and paid, anything in the said recyted Indenture mentioned or expressed to the contrary thereof or in anywise notwithstanding.

[p. 162] Now this Indenture witnesseth that the said Master or keeper and Fellowes of Goneville and Caius College aforesaid now parties to these presents, for divers good causes and considerations, for them and their successors for ever doe remyse release and quyt clayme by these presents unto the said Thomas Wendye partie to these presents, and to his heyres and assignes being in peaceable and quiet possession of the said Rectory and parsonage and the said Mannor of Melford as well the said yearely rent of Tenn pounds and the said nomine pœnæ, As also all the Estate right title interest claime and demaund which they the said Master and Fellowes or their successours have had or ought to have shall or at any time hereafter may have of and in the said yearely rent of tenn pounds and the said nomine pœnæ of twenty shillings and every part thereof and all distresses actions and remedies for and concerning the same or any part thereof, and all and every arrearages thereof, and of in and to the said Parsonage and Rectorie of Haselingfeild aforesaid and the said Mannor of Melforde with the appurtenaunces, In such sort and to the end that the said Master and Fellowes and their successours for ever shall and may be barred and excluded of and from the premisses of every part thereof for ever, And in consideration of the said Release by these presents made by the said Master and Fellowes of the said Colledge as aforesaid to the said Thomas Wendy, partie to these presents, And for that so much yearely Rent and benefitt may be to the said Master and Fellowes of the said Colledge and their successours for ever as was truely intended and meant in and by the said last will and testament of the said

Thomas Wendye deceased, and for other good and special causes and considerations him thereunto mooveing the said Thomas Wendye for him his heyres and assignes hath given granted assigned delivered and confirmed, and by these presents doth give grant assigne deliver and confirme to the said Master or keeper and Fellowes of Gonvile and Caius Colledge, founded in the honour of the Annunciation of blessed Mary the Virgine in the Universitie of Cambridge and to their successours for ever, one annuall payment or yearely Rent of Twenty Marks of lawfull English money to be issuing and going forth out of all the Messuages lands tenements and hereditaments of the said Thomas Wendye sett lying and being in Barringtonn in the said Countie of Cambridge.

[p. 163] **To have hold** receive perceive take and enjoy the said annuall payment or Yearely Rent of Twenty Marks as aforesaid to the said Master and Fellowes of Gonevile and Caius Colledge aforesaid and to their successours for ever **To be paid** yearely at two Tearmes or Feasts in the yeare (that is to say) at the Feast of the Annunciation of the blessed Virgine St Mary and St Michael the Archangel by equall and even portions in the common hall of the said Colledge the first payment thereof to beginn at the Feast of the Annunciation next coming after the date hereof, And the said Thomas Wendye for him his heyres and assignes doth graunt and agree to and with the said Master and Fellowes of the said Colledge and their successours by these presents, That if it shall happen the said annuall payment or yearely rent of twenty marks or any part thereof to be behind or unpaid by the space of fourteene dayes next ensuing after any of the Feast dayes of payment on which the said ought to be paid as aforesaid, that then and so often as the said yearely rent or annuall payment or any part thereof shall happen to be so behinde and unpaid by the said time of fourteene dayes, The said Thomas Wendye his heyres and Assignes shall forfeit for every such default of payment of the said summe of twenty marks or any part thereof to the said Master and Fellowes of the Colledge aforesaid and to their successours forty shillings of lawfull English money in the name of a penaltie or forfeiture for not paying of the same, And that

if it shall happen the said annuitie or annuall rent of Twenty marks or any part thereof or the said penaltie of forty shillings or any part thereof to be behind and unpaid in part or in the whole after any of the said Feasts and daies of payment respectively before lymitted for the payment thereof that then and from thenceforth and so often it shall and may be lawfull to and for the said Master and Fellowes and their successours to enter and distreine in and upon all and everie the said Messuages lands tenements and hereditaments in Barrington aforesaid and the distresse and distresses there so found and taken to leade drive and carry away and the same to deteyne and withholde untill they the said Master and Fellowes and their successours shall be as well of the said annuall rent or yearely payment of Twenty Marks and every part thereof with the arrearages thereof and the said penaltie of forty shillings with the arrearages thereof, fully contented and paid. And the said Thomas Wendye hath put the said Master or keeper and Fellowes of the [p. 164] said Colledge in seisin and possession of the said annuall payment or yearely rent of Twenty Marks by the payment of the summe of six pence of lawfull money of England at the ensealing and deliverie of these presents, Provided alwayes that if it shall fortune at any time hereafter that the said Master and Fellowes of Gonvile and Caius Colledge aforesaid or their successours shall by way of distresse action or suit in Law clayme challenge or demaund the said first recited annuall payment or yearely rent of tenn pounds or any part thereof or any arrearages thereof, or the said penaltie of twenty shillings or any the arrearages thereof, or in and to the said Rectory and Parsonage of Haselingfeild aforesaid or in or to the said Mannor of Melforde, That then and from thenceforth this present grant of the said annuall payment or yearely rent of twenty marks to cease determine and be utterly void and of no effect anything in these presents conteyned to the contrary thereof in any wise notwithstanding, And it is mutually Covenanted agreed and declared by and betweene the said parties to these presents that the summe of tenn pounds parcell of the said annuall payment or yearely rent of twenty marks shall be yearely employed and bestowed onely for and towards the maintenance

of one fellow in the said Colledge of the foundation of the said Thomas Wendy deceased, and the rest and residue of the said summe of Twenty Marks shall be to the said Colledge and to such other uses as are limited and declared in and by the last will and Testament of the said Thomas Wendy deceased, **And** the said Thomas Wendy party to these presents for him his heyres executours and administratours doth covenaut promise and graunt to and with the said Master or keeper and Fellowes of the said Colledge and their successours by these presents that the Fellow that shall be chosen in the said Colledge into the said Fellowship founded by the said Thomas Wendy deceased shall not have or expect in the said Colledge by reason of his said Fellowship anie profit or commoditie of the said Colledge more then yearly the said summe of tenn pounds so to him allowed as aforesaid, and not anie dividencye or other profit peculiar or proper to the twelve senior places or Fellowships of the foundation of the same Colledge, but shall be in all things of the like order and sort as the Fellowes of Joyce Franklins foundation within the said Colledge, and as is sett downe and fully expressed in an order made by the executour [p. 165] of the last will and testament of the said Joyce Franklin and the Master or keeper and Fellowes of the said Colledge touching the ordering and direction of the Fellowes and fellowships of the foundation of the said Joyce Franklin. **And** the said Thomas Wendy for him his heyres executors and administrators doth also covenant promise and grant to and with the said Master or keeper and Fellowes of the Colledge aforesaid and their successours by these presents that the said Messuages lands tenements and all and singular the premisses in Barrington aforesaid are and be and at all times hereafter shall continue and be cleere and cleerely acquitted and discharged of and from all manner of former leases, intailes, uses, devices, condicions, lymitations, titles, troubles and incumbrances whatsoever, whereby or by reason whereof the said Messuages lands tenements and premisses shall not or may not stand and be immediately continually and absolutely and for ever charged and chargeable to and for the payment of the said yeerely rent of twenty marks and to and for the distresse and distresses of

the said Master or keeper and Fellowes of the said Colledge and their successours if default be had or made in anie of the payments aforesaid. ~~In Witnes~~ whereof to the first part of these Indentures remayning with the said Master or keeper and Fellowes of the said Colledge the said Thomas Wendye partie to these presents hath set his hand and seale and to the other part of these Indentures remayning with the said Thomas Wendye the said Master or keeper and Fellowes of the said Colledge have set their common seale of the said Colledge of Gonvile and Caius dated the day and yeare first above written.

1610

Thomas Wetherell Norfolciensis de Lynna Regis Baccalaureus Theologiæ, primus electus est in sodalitium, et admissus ex fundatione Doctoris Wendy, sub iisdem conditionibus quibus cautum est de sociis Jocosæ Franklyn; vir vere pius et egregie doctus; eum præ cæteris excercitiis scholasticis ornavit disputatio habita in Templo beatæ Mariæ coram serenissimis principibus Carolo Walliæ et Comite Palatino ad Rhenum, in eorum adventu ad visendam Academiam; in qua, argumentorum pondere et ingenii acumine quibus pollebat, multum facessebat negotii respondentem nec minus [p. 166] famæ ei accrevit ex concionibus frequentibus, quibus per totam pene Angliam claruit, presertim hic Cantabrigiæ, et Londini, ubi per aliquot annos concionatoris munus, summa sua cum laude, exercuit in Parochia Sancti Gregorii juxta ædes Divo Paulo sacras: inde avocatus ad Rectoriam de Newton in Comitatu Suffolciæ (patrocinio Mauritiæ Barrow armigeri cui tales vere cordi erant) fideliter operi Domini se accingebat, et dum vires tolerarent, rectoris munere cum omnium bonorum laude et applausu functus est: sed continuis laboribus et quartana febre attritus, ætatis flore nondum penitus exacto, immaturus obiit. Ex ejus scriptis tantum extant quinque conciones posthumæ editæ cura Francisci Quarles in rectoria successoris, cui quæ in scriptis habuit testamento legavit. Hic ipse Franciscus Nordovicensis fuit Collegii hujusce primo alumnus, dein capellanus fuit: et hoc ipso quo hæc scribimus scilicet anno

1655 muneris sui fideliter in predicta Rectoria pastoris boni fungitur officio.

Anno 1611

Richardus Parker ex generosa stirpe oriundus, patre Johanne Archidiacono Eliensi, sacræ Theologiæ Baccalaureus et hujus Collegii socius, hoc anno discedens Collegio, ad rectoriam Parvoburgensem (vulgo Littlebury) juxta Ædes Audlianas, se contulit, ubi Deo et Musis litans cœlebs consenuit et obiit; vir erat apprime doctus tum in Sacræ Theologiæ facultate tum in Britannicis antiquitatibus, quarum erat perquam studiosus indagator; quo nomine, celeberrimo illi Cambdeno multis etiamque viris illustribus erat acceptissimus; Thomæ Milles (sive Roberti Glover) errores in Catalogo Honoris admissos, et notavit et copiosis ad marginem libri scholiis reformavit; et ad pleniorē hujus Catalogi emendationem scripsit alios duos tractatus, quorum primo titulus hic inscribitur, *Censura Parvoburgensis in Catalogum Millesium Nobilitatis Anglo-Britanicæ*, alteri, *Appendix Parvoburgensis cum supplemento*; quæ scripta non contentionis studio ductus composuit sed ad genuinam nobilitatem Britannicam melius asserendam. Hi codices una cum aliis eo spectantibus tuto in scriniis Bibliothecæ nostræ reconditi servantur. Scripsit in-
[p. 167] super Parkerus hic noster *Σκελετὸν* Cantabrigiense, sive Collegiorum umbratilem delineationem, in qua habemus a fronte, *Hospitia Academiæ antiqua*; a tergo vero episcopos qui ab hac Academia prodierunt, supra annum (ab eo tempore quo scriptus est liber) centenarium. Alia vir diligens procul dubio scripsit quæ ad nostram notitiam non pervenerunt, at hæc quæ habemus satis testantur Parkerum virum fuisse doctum nec inutiliter vixisse.

Hoc eodem anno Johannes White, alumnus noster, doctoratus gradum in Sacra Theologia assecutus est: patrem habuit Petrum de Eaton in comitatu Bedfordiensi, virum, tum ob concionatoris munus fideliter prestitum, tum etiam ob scripta edita clarum. Hic noster paternæ virtutis imitator haud degenerem filium se præstitit; nam fideliter laborans in Vineâ Domini, Ecclesiæ Anglicanæ plurimum profuit concionando; et

scriptis editis strenue egit partes Ecclesiæ reformatæ adversus pontifices; scripsit vir doctissimus Anglice Viam ad orthodoxam Ecclesiam, una cum ejus defensione et concionibus aliquot quæ omnia uno volumine extant 1624 edito. Alia meditatæ vir optimus, immatura morte abreptus, perficere non potuit: obiit Rector de Barnham in Diocœsi Norwicensi, ingenti ejus desiderio bonis omnibus relicto.

Johannes hic noster fratrem habuit seniore Franciscum, hujus quoque Collegii alumnum, et Sacræ Theologiæ doctorem, decanum Carliolensem, Episcopum primo Norwicensem, dein Eliensem, regique Carolo ab eleemosynis; hic fratris defuncti famam, turpiter a quodam Pontificio anonymo maculatam, scripto vindicavit, quo famæ candorem restituit suum, et tenebrionem illum Romanensem, prout meritis est, denigravit: nec diu post de Jesuita Fishero tum colloquio tum scripto summi acuminis edito, triumphavit; postea vero Theophilum Brabourne aliumque anonymum, de Sabatho Christiano, sive die dominico, haud recte sentientes, scriptis redarguit et compescuit. Quantus hic vir erat, libri ejus editi in æternum testabuntur. Tandem tot laboribus exantlatis, tum orthodoxam fidem scriptis asserendo, tum res ecclesiasticas (quibus fideliter prefuit) fœliciter administrando; senio morboque confectus, in ædibus Eliensibus Londini, placide in Domino obdormivit pius senex et reverendus pater. [p. 168] Utrique hi fratres candore morum adeo erant conspicui ut inde cognomen traxisse videantur: summæque sane malignitatis esset si quis malevolus viris adeo candidis nigram aspergere maculam conaretur.

Hoc anno dignissimus vir Petrus Manwood Cantianus de sancto Stephano, Eques Balnei auratus, quem Richardus Parkerus noster agnoscit fuisse summum venerandæ antiquitatis cultorem et literatioris gentis fautorem, in subsidium eorum, qui Historiæ modernæ sunt studiosi, instruxit Bibliothecam hanc nostram his libris, videlicet.

John Seres, Inventory of France.

The history of Netherlands, by Edward Grimston.

The Turkish history, by Knolles.

Anno 1612

Donatio Gulielmi Cutting (cujus prius fit mentio pag: 151 hujus libri Annalium) ab ipso doni tempore, anno videlicet 1599, ad hunc presentem annum, inutilis fuit Collegio ob solutiones nullas hucusque factas, sed tandem lite contestata, in curia Cancellariatus, decretum fuit, per Hon^{um}: Dominum Cancellarium Thomam Dominum Elesmere 11^o die Octobris anno Domini 1612, ut annua pensio viginti marcarum, secundum voluntatem testatoris, exeuntium terris et tenementis de Allyn alias Rumbalds, de West Tilburie et Chadwell in Comitatu Essexiæ, in perpetuum Collegio solverentur; utque insuper annui redditus ab integro tempore a morte uxoris testatoris usque ad annum presentem viz. 1612 nondum soluti Collegio solverentur, ad usus a benefactore Cuttings testamento statutos. Quæ omnia fusius patent in ipso decreto subscripto.

Jacobus Dei gratia Angliæ Scotiæ Franciæ et Hiberniæ Rex fidei defensor &c., Johanni Stotheridge patri et Johanni Stotheridge filio ac omnibus aliis personis aliquod Juris status tituli clamei vel demandæ de vel in tribus tenementis et hereditamentis inferius mentionatis per vel subtus vos prefatos Johannem et Johannem habentibus clamatum vel vendicatum et eorum cuilibet salutem. Cum quoddam finale Judicium sive decretum coram nobis in Curia Cancellariatus nostra nuper [p. 169] redditum extitit sub hoc qui sequitur verborum tenore, Whereas heretofore the Master and fellowes of Gonville and Caius Colledge within the Universitie of Cambridge complainant exhibited their Bill of Complaints into this honourable and high Court of Chancery against John Stotheridge the father and John Stotheridge the sonne defendants declaring by the same, **That whereas** William Cutting then late of West Tilburie in the Countie of Essex deceased was in his life time lawfully seized in his demeasnes as of Fee of and in certaine lands and Tenements in West Tilburie aforesaid and Chadwell called or knowne by the name or names of Allens alias Rumbold by him purchased of Justinian Champneys and Hugo Gatton gent. of the cleare yearely value above all things and reprized of and the same held by Soccage tenure of the

Lord of the Fee thereof and being so seized the twentieth day of June in the yeare of our Lord One thousand five hundred four score and nineteene did declare and make his last will and testament in writing, and of his charitable and good minde and for and towards the mayntenaunce of foure poore Schollers in the said Colledge for ever in and by his said last Will and Testament he the said William Cutting did will and bequeath to the said Complainants and their successours for ever twenty marks yearly to be issuing and going out of the said Lands and Tenements, the first payment to beginn at the Feast of St Michael the Archangel next after his decease, and that upon every default of payment there should be forfeited to the said Complainants and their successours forty shillings nomine pœnæ with a power to distreyne as well for the arrearage of the said twenty marks yearly as also for the nomine pœnæ aforesaid. And by the same his last will and testament as well for the free advancement of one John Stotheridge the first borne sonne of Eleanor the wife of John Stotheridge of London carpenter with the residue and surplusage of the rents issues and profitts of the said Lands and tenements over and above the said twenty marks yearly and upon speciall trust and confidence that he did repose in the said John Stotheridge the sonne that he would performe such his charitable purpose and intention for or towards the maintenance of foure poore schollers in the said Colledge by the yearly payment of the said summe of twenty marks for ever, he the said William Cutting amongst divers other lands and tenements did will and bequeath the [p. 170] said Lands and tenements so by him charged or meant to be charged with the said payment of twenty marks to the said Complainants as aforesaid. And that immediately after his decease for part and after the determination of the Estate of his wife for the rest to the said John Stotheridge the sonne and to the heyres of his body lawfully begotten as by the said last will and Testament in writing more fully did and might appeare. And that the said William Cutting as being seized and having declared his last will and testament as aforesaid shortly after died. And that since the death of the said William Anne alias Tamakin wife of the said William Cutting

about the Feast of the birth of our Lord which was in the yeare of our Lord one thousand six hundred and eight also dyed. And that by and after her decease and by reason of the last Will and Testament of the said John Stotheridge the sonne or the said John Stotheridge the Father for and to the use of his said sonne into all and every the said lands and tenements had entred and all and everie the rents issues and profitts of the same had taken and had as the same disposed and converted to their or one of their uses. And that although they had been often required on the behalfe of the said complaynants to make payment of the said twenty marks yearly according to the true meaning of the said last Will and testament yet they and either of them had altogether refused so to doe. And upon pretence that there was some defect or imperfection in Law in the assurance and conveyance of the said yearly rent of twenty marks as aforesaid made to the said complaynants it being onely by the last will and Testament of the said Cutting as aforesaid they the said defendants had and still minded to defraud the said trust and misimploy the said twenty marks yearly meant to the charitable use and purpose aforesaid contrary to Equitie and good conscience. And for that the charitable uses might be established and for reliefe herein the said Complaynants humbly prayed processe of subpœna out of this honourable Court against the said defendants for their answer to the said Bill which being awarded and the said defendants therewith served the said John Stotheridge the father appeared accordingly, And for answer to so much thereof as touched him this defendant and his sonne John Stotheridge in the Bill named who was an infant of the age of fourteen yeares and for the better satisfaction of this honourable Courte said that the said William Cutting in the Bill named was in his life time [p. 171] seized in his demeasne as of Fee of and in the Lands and Tenements in West Tylburie and Chadwell in the Countie of Essex called or knowne by the name of Allens and Rumbolds by him purchased of Justinian Champneyes and Eugenie Gatton held by soccage tenure as in the Bill was sett forth as the defendant tooke it and being so seized made his last will and testament in writing to such or the like effect for that part

thereof as in the said Bill was alledged, wherein for further certainty this defendant referred himselfe to the said will, and that the said William Cutting afterward that is to say the fourth daie of March in the yeare of our Lord God one thousand five hundred nynety nine as this defendant took it dyed and departed this life. And that after his death this defendant resorted to Maister Doctor Legge then Maister of the said Colledge and acquainted him with the said Will but all the life of the said Anna alias Tamakyn the Master and fellowes of the said Colledge (upon what private agreement betweene her and them or in what respect this defendant knoweth not) did not destreyne for the said rent. And as this defendant was verily perswaded that in case the said Anne should have held the premisses subject unto and charged with the same rent that then shee would not have accepted of the said devyse but would have forsaken the same and her jointure therein and have resorted to the Customes of London, the same Cutting being a Freeman of the same Cittie, which would have been more beneficiall unto her (as the said defendant alledged) then the said jointure or devise charged with the said rent. And that howbeit shee lived many yeares after her husband yet all that while the said Master and Fellowes though they were made acquainted with the said will would not take any benefitt thereby or distreyne for the said rent or the arrearages thereof and that the said Anne about two yeares then last past dyed and left a good personall Estate behind her (as this defendant had heard) with whose executours the said Maister and fellowes had made some composition and agreement (as this defendant verely thought). And this defendant further said that as he tooke it a devyse to a Corporation or body politique was utterly voyd and not warranted by the statute that enhableth devyses of landes. And that the said lands out of which the said rents should Issue were not within any borough where the said Land by Custome might be devysed. And that this defendant sithence the death of the said Anne Cutting had taken the profits of the said lands so thought to be charged in the behalfe of his said sonne John Stotheridge being an [p. 172] infant to whom the same rightfully apperteyned (as

he tooke it) And this defendant traversing the rest of the said Bill of complaint concluded his said Answer as by the said Bill and answear, remaining of record in this honourable Court doth and may more at large appeare. **And forasmuch** as this Courte was afterwards that is to say the fourth daie of June last past informed by Mr Sergeant Mountayne being of the Plaintiffe Counsell that the defendant had by his aunswer confessed that William Cutting deceased did by his will devyse certeyne lands in the Bill mencioned unto his wife for life and after to the said John Stotheridge and the heyres of his body with remaynders over, and did out of the said lands devyse to the Plaintiffes twenty marks a yeare for ever towards the maintenance of foure poore Schollers there which rent charge was paid by the said wife during her life accordingly as it was alledged, but the defendants did then refuse to pay the same for that they supposed the said devyse to be void for that the said Colledge was not capable thereof by the said devise. **It was** therefore ordered that a subpœna should be awarded against the defendant to shew cause the first day of the then next Tearme wherefore they should not pay to the said Plaintiffes the said rent charge or annuity according to the said will. And wherefore the said John Stotheridge the younger should not at his coming of full age make assurance thereof to some indifferent persons for payment thereof accordingly, **Now** forasmuch as Mr Thomas Crewe being of the defendants Counsell came according to the said order and endeavoured to shew cause for stay of payment of the said rent and arrearages but shews no such cause at this Courte allowed of, **It is therefore** this present tearme of St Michael the Archangel that is to say on Fryday being the eleventh day of October in the yeare of the reigne of our Sovereigne Lord James by the Grace of God King of England Scotland France and Ireland defender of the Faith &c., That is to say of England France and Ireland the ninth, and of Scotland the five and fortieth, by the right honourable Thomas Lord Ellesmere Lord Chauncellour of England and the high Courte of Chauncery aforesaid, **Ordered adjudged and Decreed** that the defendant shall from henceforth pay unto the plaintiffes the said rents of twenty marks a yeare according to the

will and devise of the said William Cutting, And that the said defendant shall also pay to the plaintiffes all the arrearages [p. 173] thereof incurred since the death of the wife of the said Cutting, The one halfe thereof to be paid at or upon the Feast daie of the Annunciation of our Lady next coming and the other halfe thereof at Christmas next after.—Vobis igitur prefato Johanni Stotheridge patri et Johanni Stotheridge filio ac aliis personis prememoratis firmiter injungendum precipimus quod omnia et singula in Judicio sive Decreto predicto contenta et specificata quatenus vos seu vestrum aliquem tangunt seu in aliquo concernunt faciatis perimpleteis et exequamini indilate cum effectu et hoc sub periculo incumbente nullatenus omittatis nec omittat vestrum aliquis, ~~Teste~~ me ipso apud Westmonasterium, decimo die Februarii Anno Regni Nostri Angliæ Franciæ et Hiberniæ nono et Scotiæ quadragesimo quinto.

Phelips C.

Scholares primi ex fundatione Domini Cuttings fuere Dominus Tylne, Ds Blanks, Ds Prujeau, Clemens Vincent, ut patet ex actis Collegii a festo Michaelis 1612.

Anno 1613

Gulielmo Webb, hujus Collegii commensali, ponitur ex marmore Cippus, in forma rhombi, media in area interioris sacelli cum hac inscriptione.

Marmore si quæras cujus latet urna sub isto,

A dextra paries nomen cum stemmate monstrat.

Cui ex adverso ad ¹*australem* parietem figitur monumentum aliud, nomine stemmate inscriptis his verbis.—Tela Præciosissima est homo, fide in Christo intextus.

Inhumatur sub marmore et regione posito Gulielmus Webb, filius et hæres Gulielmi Webb Equitis Aurati, in Comitatu Dorcestriæ; quem genuit ex dilectissima conjuge sua Elizabetha Branthwayte, germana sorore Gulielmi Branthwayte Magistri

¹ Monumentum hoc ad *borealem* parietem translatum fuit an. D. 1755 quo Monumentum Rev^{di} admodum Thomæ Gooch S. T. P. Episcopi Eliensis et Custodis ex adverso ejus ad *australem* parietem figebatur.

hujus Collegii, a quo ascriptus est in hoc Collegium, annum agens ætatis suæ decimum tertium, atque postquam annos quatuor hic et Oxoniæ summa cum laude complevisset, pie et placide obdormivit in Domino Junii vi^o Anno Domini 1613.

Mors sua tela rotans telam contorsit in istam,
Tela viget telo, moriens sit morte perennis.

[p. 174] A richer webb then any art can weave,
The soule that faith to Christ makes firmly cleave.
This webb can death, nor devills sunder, or untwist
For Christ and grace both groundworke are and list.

Hoc eodem anno, apoplexia nobis eripuit Johannem Fletcher, ex agro Eboracensi nativum, et hujus Collegii socium, vir sane hic communi literatorum sorte eximendus, supra vulgus enim eruditorum sapuit, et in arcana naturæ penetrare ausus est, abstrusioribus nimirum studiis (Astrologicis presertim) addictissimus, non absque famæ dispendio apud iniquos quosdam censores. Hujus institutioni, Henricus Briggs Johannis, celeberrimus Mathematices Professor, primo Gresshamiensis postea Oxoniæ Savilianus debet, tum initia tum progressus fœlices in literis mathematicis, et etiam e Collegio Jesu Dominus Gulielmus Boswell postea Eques Auratus aliique plurimi sub ejus institutione claruere, Domino Christophoro Heydon in opere suo edendo de defensione Astrologiæ Judicialis, non levi fuit adjumento, imo corrigendo, mutando, addendo, integra capita, etc., effecit ut opus illud suum pene dici mereatur, sicut testantur et agnoscunt literæ Domini Christophori frequentes de hac re ad Fletcherum datæ, quas sæpius inspeximus; ob medicam peritiam inter florentissimos tunc temporis medicos in honore habitus est; sed de scriptis ejus extat tantum unum anglice de Indiciis seu probationibus urinarum; post mortem plurima reliquit in scriptis, quæ non sine magno reipublicæ literariæ damno (at hæredis commodo) ad aliorum privatos usus transiere. Ex ejus dono Collegium possidet sphaeram æneam armillatam, in bibliotheca publica repositam. Hæres ei posuit monumentum marmoreum, in ipso aditu ad

sacellum interius; unde continuo pedum attritu Epigraphes ad marginem monumenti insculptæ quædam verba detrita et deleta sunt. Hoc anno quo hæc scribimus, scil. 1655, inscriptionis quod restat quaque adhuc legentium oculis patet, sic se habet.

Hic jacet Johannes Fletcher Eboracensis Artium Magister quondam hujus Collegii socius, multiplici
 obiit 14^o die Octob. Anno Domini 1613 ætatis suæ 58^o.

Eo ipso tempore, quo Fletcheri monumentum fabricaretur, aliud aliquantulum ad boreale latus sacelli exterioris vergens, et pavimento æquum juxta positum, erat a Johanne Browne, socio hujus Collegii in memoriam amici sui desideratissimi Thomæ Orrell ubi in lamina ænea cippo superfixa talis legitur inscriptio una cum Stemma Gentilitio.

[p. 175]

Memoriæ Sacrum,

Thomas Orrell de Walsoken in Norff. hujus Collegii olim Socius.

Ingenuo mirus, virtute insignis, et arte

Clarus, amicitia candidus, Orrell obiit

Feb. 21, 1602.

Quæ quidem encomia egregia quamvis, tamen infra famam, si non et merita viri undequaque ornatissimi fuere; hic ipse Johannes Browne Juris Civilis studiosus et in absentia Doctoris Porter Professor substitutus, qui Procuratoris Academiæ munere, summa cum laude functus, non diu supererat. Et quam prope hujus Thomæ Orrell monumento sepultus jacet, quasi in fatis esset, ut qui in vita essent conjunctissimi etiam post fata ossa permiscerent et cineres.

1614

Gratia concessa est magistro Olivero Green, quondam hujus Collegii alumno, ut possit incipere in Medicina. Is arti medicæ studia mathematica adjunxit, et sub adventum Jacobi Regis Cantebriam, perhumaniter impendit operam suam in reficiendis solariis ad Portam Honoris, alibique per Aream Cui delineatis, sed pæne detritis; viz. ad boreale illius ædificii latus; sub Custodis cubiculo; et etiam circa columnam in illa area

erectam, cujus capiti impositum erat execontahedrum, tot solariis decoratum, quæ omnia longo temporis tractu deformata et pene deleta, pristino splendori et usui restituit. Hujus e prædiis est vicus ille apud nos illius de nomine dictus, Greene street, et ab ipsis fundamentis totus recenter extractus; quo opere Cantebrigie prospexit, non defore incolas, nec hæredibus suis auctiores redditus.

Hoc anno convenit inter Edwardum Foxton, Nathanielem Cradocke, et Agnetam Rogers ex una parte, et inter Gulielmum Branthwaite sacræ Theologiæ doctorem Magistrum sive Custodem Collegii de Gonville et Caius, fundati in honorem Annunciationis beatæ Mariæ virginis, in universitate Cantebrigie, et socios ejusdem Collegii ex altera parte, de emptione Manerii et terrarum dominicalium, una cum annexis in Shelford magna, cujus conventionis exitus hic erat, viz. ut ob summam bis mille librarum per dictos Custodem et socios, in manus predictorum Edwardi, Nathanielis et Agnetis, solutam, hi, omne jus suum et interesse vendiderunt, concesserunt etc. prænominatis Custodi sociis et successoribus suis, in predicto manerio cum omnibus pertinentiis, (exceptis domo mansionis cujusdam Christopheri [p. 176] Rogers defuncti et decem acris terræ arabilis, etc. in dicta villa de Shelford magna) habendis, tenendis, sibi et successoribus suis, ex domino Rege, ut ex Manerio ejus de East Greenwich, in comitatu Cantii, in libera tenura de soca, ob annum redditum sex librarum, regi ejusque successoribus pro molendino perpetuo solvendarum. Quæ omnia fusius patent ex eorum scripto indentato et dato vicesimo sexto Septembris annoque Domini 1614. Quod scriptum, ex parte, huc transcribi curavimus.

This Indenture made the six and twentieth day of September in the twelfth yeare of the Reigne of our Sovereigne Lord James by the grace of God king of England France and Ireland defender of the Faith etc. and of Scotland the eight and Fortieth, 1614, **Between** Edward Foxton of the Towne of Cambridge in the Countie of Cambridge Gentleman Nathaniel Cradocke the Elder of the Towne and Countie aforesaid Draper and Agnes Rogers widdow late wife of Christopher Rogers late of great Shelford in the said Countie of Cambridge Gent.

deceased on the one parte, And the right worshipfull William Branthwayte Dr of Divinity Master or keeper of the Colledge of Gonvile and Caius founded in the honour of the Annunciation of the blessed Mary the Virgine in the Universitie of Cambridge and the Fellowes of the same Colledge on the other parte, ~~Witnesseth~~ that whereas the said Christopher Rogers by his last will and testament in writing made the eight day of May last past before the day of the date above written did will devyse and bequeath to the said Edward Nathaniel and Agnes his Mannor of Shelford alias Greate Shelford and all his houses lands and tenements and hereditaments in Greate Shelforde aforesaid or elsewhere in the said Countie of Cambridge (except his then Mansion house and all the lands by him purchased of John Goldwell Esquire) to the purpose and intents that the same should be sold for valuable consideration within foure yeares after his decease as by the said last will and testament proved before Sir John Bennet Knight Judge of the Preroga-

[p. 177] tive Court of the Archbishop of Canterbury more fully doth and may appeare, ~~Now~~ the said Edward Foxton Nathaniel Cradocke and Agnes Rogers for and in consideration of the summe of two thousand pounds of lawfull money of England to them in hand by the said Master or keeper and Fellowes of Gonvile and Caius Colledge aforesaid well and truely contented and paid, whereof and wherewith the said Edward Nathaniel and Agnes doe acknowledge themselves and every of them to be satisfied and the said Master or keeper and fellowes and their successors to be thereof clearely acquitted and discharged for ever by these presents, ~~Habe~~ bargained sold aliened granted conveyed and confirmed and by these presents doe fully clearely and absolutely bargain and sell alien graunt convey and confirme to the said Master or keeper and fellowes of Gonvile and Caius Colledge founded in the honour of the Annunciation of blessed Mary the virgine in the Universitie of Cambridge ~~All that~~ the Mannor of Shelford alias Great Shelforde in the said Countie of Cambridge and all lands tenements rents and hereditaments whatsoever in the said Countie of Cambridge called or knowne by the name of the Mannor of Shelford alias Great Shelford sometimes parcell of the possessions of the late

Bishop of Ely, **And** all that watermill within the said Mannor of Shelford alias Great Shelford late parcell of the said Mannor, **And** all and singular Messuages houses edifices buildings barnes stables dovehouses orchards gardens lands tenements meadows pastures feedings commons demesne lands glebe lands void grounds waies paths the rights of yeereholts wares milldames floodgates waters watercourses river bankes pooles bonds wastes heathes furies moores marches woods underwoods and trees and all the lands grounds and soyle of the same woods underwoods and trees and everie of them and everie parcell of the same and also all oblations offerings profitts fishing places fishings suits sokes suit to mill customes moulture warrens mynes quarries rents reversiones and services rents charge rent secke and the rents and services as well of free as of customary tenants the workes of tenements farmes fee farmes annuities knights fees wards marriages escheates reliefes herriotts fines amerciements court leetsviewes of franckpledge perquisites and profitts of courts and leets and all that doth belong to courts and leets and view [p. 178] of franckpledge and goodes waved bondmen bondwomen villaines with their sequell estovers and common of estovers fayres marketts tolles customarie tolles rights jurisdictions franchises priviledges liberties profitts advantages emoluments and hereditaments whatsoever with everie their appurtenances of whatsoever nature kind or sort they bee or by whatsoever names they are knowne or called to the said Mannor mill and premisses by these presents bargained and sold or any of them or to any parcell of the same by any meanes belonging or appurteyning incident or appendant or as member part or parcell of the same being heretofore had knowne and accepted occupied used or reputed, **And** all other courtsleets viewes of franckpledge profitts lawdayes assessies and assize of bread wine beere and ale fellons goods goods of fugitives and felons of themselves and of outlawes deodands knights fees wards marriages escheats releifes harriotts free warren and all other rights jurisdictions liberties franchises priveledges customes profittes commodities emoluments and hereditaments whatsoever within the said Mannor Mill lands tenements and premisses aforesaid in as large ample and beneficiall manner

and forme as the said Christopher Rogers late held and enjoyed the same or of right ought to have held and enjoyed the same and as the same are devised to the said Edward Nathaniel and Agnes in and by the last will and Testament of the said Christopher aforesaid. **And** the revercion and revercions of all and singular the premisses before mencioned to be bargained and sold and of every parcell of the same depending or expecting of in or upon any demyse or graunt for tearme of life lyves or yeares or otherwise of the premisses above by these presents mencioned to be bargained and sold or of any parcell of the same, And also all and singular rents and yearly profitts whatsoever reserved upon any demyse or grant made of and upon the premisses or of and upon any parcell of the same, And the rents and yearly profitts of all and singular the premisses above by these presents bargained and sold and everie parcell thereof. **Except** and alwayes reserved the Mansion house above mencioned wherein the said Christopher Rogers dwelled at the time of his decease and the tenements arable lands pasture and meadow being sometimes the Coppyhold of John Goldwell Esq^{re} parcell of the said Mannor of Shelford alias Greate Shelford and late purchased by the said Christopher Rogers of [p. 179] the said John Goldwell, **To have and hold** the said Mannour Mill messuages lands liberties franchises priviledges profittes commodities hereditaments and premisses all and singular with their and everie their appurtenaunces (except before excepted) to the said Master or keeper and fellowes of Gonevile and Caius Colledge founded in the honour of the Annunciation of blessed Mary the Virgine in the Universitie of Cambridge and their successours to the onely use and behoofe of the said Master or keeper and Fellowes and of their successours for ever. **To hold of** our Sovereigne Lord the Kings Majestie that now is his heyres and successours as of his Mannour of East Greenwyche in the Countie of Kent by fealtie onely in free and common soccage and not in cheife or by knights service, **And** rendring and paying yearly to the same our soveraigne Lord the King his heyres and successours of and for the said Mill with the appurtenaunces Six pounds of lawfull money of England at the receipt of his Exchequer at West-

minster and of his heyres and successours or to the hands of the Bayliffes or receivers of the premisses for the time being at the Feast of St Michael the Archangel and the Annunciation of blessed Marie the virgine by equall portions yearly to be paid for ever for all other rents services exactions and demaunds whatsoever for the same Mill or premisses to the same our Sovereigne Lord our king his heyres or successours by any meanes to be rendered paid or done. And the said Edward Foxton Nathaniel Cradocke Agnes Rogers for them their heyres Executors and Administrators and everie of them doe Covenant promise and grant to and with the said Master or keeper and fellowes of Gonvile and Caius Colledge founded in the honour of the Annunciation of blessed Mary the virgine in the Universitie of Cambridge and their successours by these presents that for or notwithstanding any act or acts thing or things had made suffered or done or to be had made suffered or done hereafter by them the said Nathaniel Agnes or any of them or the said Christopher Rogers or any of the deceased they the said Edward Nathaniel and Agnes or some of them now are and bee and so shall continue and bee untill the first execution of an estate had and made by the said Master or keeper and fellowes of Gonvile and Caius Colledge and their successours by or upon these presents according to the Covenants and agreements hereafter in these presents conteyned lawfully and rightfully according to the said will seised of the said Mannour Mill messuages lands tenements liberties franchises priviledges profitts commodities hereditaments and premisses [p. 180] all and singular above mentioned to be bargained and sold with their and everie their appurtenaunces of a good and perfect and lawfull estate in fee simple to them conveyed and devised in and by the last will and testament of the said Christopher Rogers deceased without any condicion limitation use or devise to alter change or make void the same other then in the said will is conteyned. And that there is no reversion or reversions remaynder or remaynders of the said Mannor Mill lands tenements hereditaments and premisses all and singular of any part or parcell of the same in the kings Majestie his heyres and successours by their act consent or procurement or

by the act consent or procurement of any of them. **And that** the said Edward Nathaniel and Agnes or some or one of them have for anything done or suffered to the contrarie by them or anie of them or the said Christopher Rogers deceased full power good right and lawfull authority to bargain and sell convey and assure the said Mannour Mill messuages lands tenements liberties franchises priviledges profitts commodities hereditaments and premisses all and singular with their and everie their appurtenaunces except before excepted to the said Master or keeper and fellowes of Gonvile and Caius Colledge aforesaid and their successours in manner and forme aforesaid. **And that** they the said Master or keeper and fellowes of Gonvile and Caius Colledge aforesaid and their successours shall and may for ever hereafter for or notwithstanding any act or acts thing or things had made done or suffered by them the said Nathaniel and Agnes and the said Christopher Rogers deceased or anie of them peaceably and quietly have hold possesse and enjoy the said Mannor Mill messuages lands tenements liberties franchises priviledges profitts commodities and hereditaments and premisses all and singular with their and everie of their appurtenaunces (except before excepted) cleere and clearly acquitted and discharged or otherwise upon reasonable request from time to time for ever hereafter sufficiently saved and kept harmelesse by them the said Edward Nathaniel and Agnes their heyres executours and administrators and everie of them and from all and all manner of former bargaines sales gifts grants leases joyntures dowers intayle uses devises condicions lymitations forfeitures seisesures clauses of forfeiture and seisure intrusions rents-charge rents-secke arrearages of rent statutes marchaunt and of the staple recognizances judgements executions and all [p. 181] other tytles troubles charges and incumbrances whatsoever had made suffered or done by the said Christopher Rogers deceased or them the said Edward Nathaniel and Agnes or any of them the said fee farme rent of six pounds yearly and other the rents and services hereafter to be due to the cheife Lord or Lords of the fee or fees thereof onely except and foreprized. **And the** said Edward Nathaniel and Agnes for them and everie of them and the heyres executors and adminis-

trators of them and everie of them doe further covenant promise and graunt to and with the said Master or keeper and fellowes of Gonvile and Caius Colledge founded in the honour of the Annunciation of blessed Mary the virgine in the Universitie of Cambridge and their successours by these presents that they the said Edward Nathaniel and Agnes at all times hereafter during the tearme of three yeares and halfe next ensuing the day of the date above written upon reasonable request and at the costs and charges in law of the said Master or keeper and fellowes and their successours shall and will acknowledge doe suffer make and execute or cause to be acknowledged suffered made and executed all and every such other and further act and acts thing and things devise and devises in the law for the further and better conveying assuring and sure making of the said Mannor Myll messuages lands tenements liberties franchises priviledges profitts commodities hereditaments and premisses all and singular above mencioned to be bargained and sold with their and everie their appurtenaunces unto the said Master or keeper and fellowes and their successours for ever be it deed of feofment deed inrolled the enrollment of these presents fyne with proclamacions recoverie with voucher or vouchers release confirmation with warranty against them the said Edward Foxton Nathaniel Cradocke and Agnes Rogers their and everie of their heyres and the heyres of the said Christopher Rogers deceased and everie of them and by all the said wayes and meanes and by such and so many of them or otherwise with warranty onely as aforesaid as shall be reasonably advised or devised by the said Master or keeper and fellowes and their successors or by their or any of their learned counsell in the law, ~~So~~ as they the said Edward Foxton Nathaniel Cradocke and Agnes Rogers nor any of them be compelled thereabouts to travaile from their dwelling places further then to Great Shelford and the towne of Cambridg aforesaid, ~~And~~ for the consideration aforesaid the said Edward [p. 182] Nathaniel and Agnes have bargained and sold granted and confirmed and by these presents doe bargain sell grant and confirme to the said Master or keeper and fellowes of the Colledge aforesaid and their successours, All deeds

charters letters patents exemplifications court rolles rent rolles bayliffes accompts fynes transcripts of fynes and all other writings and muniments whatsoever concerning the said Mannor mill and premisses or any part or parcell of the same, with all and singular in the possession of them or any of them, they the said Edward Nathaniel and Agnes for them their heyres executors and administrators and every of them doe covenannt promise and grant to and with the said Master or keeper and fellowes of the said Colledge and their successours to delyver or cause to be delivered to them the said Master or keeper and fellowes at the ensealing and delivery of these presents whole and uncanceled, or in such sort as the said Edward Nathaniel or Agnes or any of them late had and enjoyed the same. **In witness** whereof the parties first above named to one part of these presents severally have sett their seales and to the other part of these presents the said Master or keeper and fellowes of the said Colledge have sett their common seale the day and yeare first above written.

Capta fuit et recognita die mense et anno suprascriptis, videlicet 26 Septembris 1614, coram me Henrico Moweldur uno magistrorum Cancellariæ extraordinariorum. Recognitores cognosco.

Noverint universi per presentes nos Edwardum Foxton de villa Cantabrigiæ in Comitatu Cantabrigiæ generosum, Nathanielem Cradocke de eisdem villa et Comitatu pannarium, et Agnetam Rogers de Shelford magna in Comitatu predicto viduam, teneri et firmiter obligari Willelmo Branthwayte sacre Theologiæ Professori Magistro sive Custodi Collegii de Gonville et Caius fundati in honorem annunciationis beatæ Mariæ virginis in Universitate Cantabrigiæ et sociis ejusdem Collegii in tribus mille libris bonæ et legalis monetæ Angliæ solvendis eisdem Magistro sive Custodi et sociis Collegii predicti aut eorum certo attornato vel successoribus suis, ad quam solutionem bene et fideliter faciendam obligamus nos et quemlibet nostrum per se pro toto ac in solido hæredes executores et [p. 183] administratores nostros per presentes sigillis nostris sigillatas. Datum vicesimo sexto die Septembris anno Regni

Domini nostri Jacobi Dei Gratia Angliæ Franciæ et Hiberniæ
Regis, fidei defensoris, etc., duodecimo.
Sigillata subscripta et tradita in presentia

Gilberti North.
Philippi Tylney.

The condicion of this obligacion is such that if the within bounden Edward Foxton Nathaniel Cradocke and Agnes Rogers their heyres executours and administratours and everie of them doe well and truelie observe performe fulfill and keep all and singular the covenants grants articles and agreements which on their and everie of their parts are to be observed performed and kept, mencioned and expressed in one paire of indentures of bargain and sale bearing date the day of the date within written, made between them the said Edward Nathaniel and Agnes on the one part and the within named Master or Keeper and fellowes of Gonvile and Caius Colledge founded in the honour of the annunciation of blessed Mary the virgine in the Universitie of Cambridge on the other part, in and by all things according to the tenor effect and true meaning of the same, then this present obligacion to be void and of none effect or els shall bee and remayne in all force strength and vertue.

Quod ad distributionem spectat reddituum Manerii de Shelforde magna memorandum quod conventum erat inter Custodem et socios ut Custos reciperet decem libras, et quilibet e sociis senioribus quinque libras quotannis; quod superesset cederet cistæ communi.

Anno 1615

Hoc anno Londini fatis cessit Edwardus Wright Norfolciensis, de Garveston, et hujus Collegii olim socius, vir morum simplicitate et candore omnibus gratus, et ob peritiam in mathematicis disciplinis celeberrimus, ita ut a Richardo Hackluit Anglicarum navigationum scriptore non inmerito audit mathematicus præstantissimus et machinalis scientiæ peritissimus: quibus studiis quantum inservivit publico et privatorum commo-
modo abunde constat, tum ex ejus scriptis editis, tum ex

mechanicis operationibus quamplurimis, quæ passim extant certissima monumenta industriæ summæ et ingenii non vulgaris. Is primus aggressus est opus illud arduum sed utile quo rivulus ille ab oppido Ware, novo canali deductus, Londinum irrigat, sed aliorum fraudibus inchoatum opus quo minus perficeret impeditus erat; hic mente manuque valens, ne vel ingeniosissimo mechanico cedebat in instrumentis, vel ex ære, vel alia quavis materia, fabricandis; hujus inventioni debetur quicquid Hondianæ chartæ Geographicæ cæteris præstant, Wrightus enim [p. 184] noster Jodochum Hondium edocuit modum, hactenus incognitum, illas conficiendi; sed ingratus Hondius, nomine authoris veri celato, sibimet inventionis gloriam aucupatus est; de cujus fraude non immerito conquestus est vir optimus, in præfatione ad librum de erroribus in arte navigandi; quem longa fidaque experientia summo cum judicio scripsit magno cum commodo rei nauticæ; ad quam promovendam, prelector mathematices a societate Indica in ædibus dignissimi equitis Thomæ Smith conductus est, salario in singulos annos quinquaginta librarum; quo munere, nec suæ famæ nec auditorum commodo deerat; edidit quoque Anglice librum de sphæra aliumque de arte conficiendi sciotherici, et doctissimi Gulielmi Gilberti libro de magnete præfationem præposuit eruditam; his aliisque scriptis posteritati famam sui commendavit. Hic adhuc Collegii socius latere privato Musæo non poterat, quin ad publica regni negotia obeunda regiis literis accersitus est; jussusque ut Comiti Cumberlandiæ in maritimis quibusdam expeditionibus præsto esset, harum unam fideliter enarravit ad modum Diarii seu Ephemeridis; cui præfixit chartam hydrographicam elegantem et a se inventam. Paulo ante obitum, impendit operam versioni Anglicanæ Logarithmorum ex nupera inventionione honoratissimi Domini Napier Scoti, qui hunc virum ardentissimo affectu amplexus est. Hunc librum posthumum paulo post edidit filius ejus unicus Samuel Wright, et ipse hujus quoque Collegii alumnus. Alia quam multa et perutilia meditatus, morte preventus perficere non potuit. De hoc viro vere dici potest quod publico commodo suum posthabuit commodum; quo fit ut fama tantum clarus, et aliorum promissis dives, re pauper, obiit, non suo sed ingrati seculi

vitio; literas regias supra memoratas, quibus illud munus capessere jussus est, in Annalibus hucusque omissas, et in Collegii Actis a festo Annunciationis 1593 repertas, ut et Collegii concessionem huic elogio, subjungere æquum esse duximus, viz.

11^o Maii. In sacello litteræ Regineæ Majestatis lectæ erant in Collegio coram omnibus sociis presentibus, ut magister Wright abesse Collegio possit, quamdiu Comiti Cumberlandiæ in regni negotiis inserviret, et aliter; et ut interim omnes fructus sodalitiæ et emolumenta reciperet ac si ipse perpetuo in Collegio permansisset; quarum litterarum tenor sequitur verbatim.

[p. 185] Elizabetha Regina. By the Queen.

Trustie and welbeloved wee greet you well.

Forasmuch as wee have occasion to use the service of our welbeloved subject Edward Wright Master of Arts, and fellow of that house of Gonville and Caius Colledge under the charge of our right trustie and right welbeloved cosin the Earle of Cumberland, whom we doe presently employ in speciall affaires for the service of us and our Realme, and understanding that by the Statutes of the said Colledge, the said Wright may not be absent without the losse of such benefitts as groweth unto him by the place he hath there, Our will and pleasure is not onelie to license him to depart out of this our Realme, for our service with our said cousin of Cumberland, but that also he shall retaine and enjoy his fellowship, and receive all such benefitts and commodities which he hath or ought to have in the said Colledge, and otherwise as largely and amply as if he were present and resident and in commons there for and during the time that he shall be employed anywaie in our service, by our said cousin or otherwise, and for and during the said time to be freed and dispensed with for and from disputations or anie exercises of learning to be done by the said Wright in the Colledge, or in the Universitie. And to that end wee doe by these presents, of our power and prerogative royall, not onlie dispense with him the said Wright for his absence and all other the premisses and with the Statutes and ordi-

nances of the Colledge and other Statutes whatsoever in his behalfe, but also will and command you the Master and fellowes of the house for the time being, or anie others to whom it doth or maie appertaine, to cause all such allowances and commodities as are or shall be due unto him to be duely made and answered to him the said Wright, or to such as he shall assigne to his use during all the time of his absence or employment as aforesaid, in as ample and beneficiall manner as otherwise being present should receive the same. Hereof faile not as you tender our pleasure, and will answer the contrarie at your perill. Given under our signet at our mannour Nonsuch the sixt day of June 1593, in the five and thirtieth year of our Reigne.

1615

[p. 186] Pridie Calendarum Octobris hujus anni obiit Stephanus Perse Norfolciensis medicinæ doctor, et hujus Collegii socius spatio quadraginta annorum et quod excurrit. Frugi erat hic homo et providus, unde longo temporis tractu haud exiguus divitiarum cumulus longeque ultra communem Academicorum sortem ei accrevit: quarum magnam partem impendi voluit operibus publicis; partim Collegii, partim oppidanorum aliorumque commoditatibus destinatis; ille etenim moriens quinquies mille libras testamento legavit, quibus ejus executores Collegio compararent annuos redditus ducentarum et quinquaginta librarum, quingentis insuper libris legatis quibus sociis et scholaribus ex ejus fundatione commode provisum esset de habitatione. Quæ ad istorum reddituum distributionem spectant fusius hic enarrare supersedemus, quia multo clarius ex ipsis testamenti excerptis infrascriptis peti possunt.

In the name of God Amen. The seaven and twentieth daie of September in the yeare of our Lord God one thousand six hundred and fiteene, And in the yeare of the reigne of our Sovereigne Lord King James of England the thirteenth and of Scotland the nine and fortieth, I **Stephen Perse** of Cambridge in the Countie of Cambridge, Doctor of Physicke and one of the fellowes of Gonvile and Caius Colledge in the Universitie

of Cambridge, being in good and perfect remembrance thanks be given to God, doe make and ordeyne my last will and testament in manner and forme following, My soule I commend to God that gave it hoping that through the mercyes of God in the meritts of Jesus Christ I shall receive remission and free pardon of all my sinnes; and my body to decent buriall at the discretion of my executours, where I desire some monument may be erected for mee at the discretion of my executours, and my worldly goods I bequeath as followeth.

Imprimis I give and bequeath to the corporation of the cittie of Norwych in the Countie of Norfolke the summe of two thousand pounds upon condicion that the said corporation shall upon payment thereof give such sufficient securitie as my executours or the survivour of them and in their default as my supervisours shall thinke fitt, to pay to the Master [p. 187] fellows and schollers of Gonvile and Caius Colledge in Cambridge, whom I appoint to be supervisours of this my will, to be paid to my said supervisours to the use of my Will the summe of one hundred pounds yearly for ever at two usuall feasts, of St Michael the Archangel and the annunciation of our blessed Virgine Marie, by even portions or within fourteene dayes next after any of the said feasts, at or in the Hall of the said Colledge, and also to lend out of the said two thousand pounds to severall young tradesmen of the said cittie by several summes of xxx^{li} or xl^{li} at the most upon good securitie whereupon there shall not be reserved above the rate of five pounds in the hundred for one whole yeare, and that noe summe so lent shall remayne in the hands of anie one person above tenn yeares. **Item** I give to the corporation of the towne of Cambridge in the countie of Cambridge the summe of one thousand pounds. To the corporation of St Edmunds Burie in the County of Suffolke the summe of one thousand pounds. And to the corporation of the Towne or Borough of Kings Lin in the County of Norfolke the summe of one thousand pounds upon condicion that the three last mencioned corporations doe respectivelie everie one for themselves give such sufficient assurance as my executours or the survivours of them or in their default my supervisours shall thinke fitt,

to pay to my said supervisors in the Common Dining Hall of Gonville and Caius Colledge in Cambridge to the use of this my will the severall summes of fiftie pounds apeice yearly for ever at the two feasts of St Michael the Archangel and the Feast of the Annunciacion of the blessed virgine Marie by even portions or within fourteene dayes next after either of the said feasts, and also to lend out of the said severall summes of three thousand pounds from time to time by severall summes of thirtie or forty pounds at the most to severall honest young tradesmen of their severall Corporacions upon good securitie, whereupon there shall not be reserved for use above the rate of five pounds for everie hundred for one whole yeare, and that no summe so lent shall remayne in the hands of any person above ten yeares, which said severall payments so to be assured and paid to my said supervisors as is aforesaid in lewe or consideration of the said first thousand pounds, amounting to two hundred and fiftie pounds per annum, shall yearly be laid out distributed and bestowed by my supervisors to such uses of perpetuity as by this my will is hereafter appointed and declared. *Item* I give and devise to my executours hereafter named and to Isaac Barrow gentleman of Spinney Abbey, Thomas Brocke, Richard Ridding, and John Wiseman, gentlemen, Robert Lukin gentleman, Nathaniel Cradocke, and Henrie King, and their heyres, all those houses and tenements with the appurtenaunces in the parish of St Sepulchres in Cambridge sometye called by the name of the Horne, and of late by the Antelopp, and which I late bought [p. 188] and purchased of the aforementioned Isaac Barrow, to the use and intent that my executours or the survivor of them shall sell the same to performe the bequests and purposes of this my will. *Item* I give and bequeath to my executours and the other devisees of the houses above named, and to their heyres for ever, all those gardens grounds parcell of the Fryars now in the occupacion of John Paske Mr Smithson and Benjamin Prime or either of them, and also all that parcell of ground lying betweene the said gardens and the wallnut trees in the Fryars close, to the intent that my executours purchasing in such leases as be out of any part of the said

ground, and purchasing in the garden grounds and tenements now Mr Wards adjoyning upon the said gardens (if they shall not be bought in my life time) shall in convenient time, and within three yeares (if it may be) after my death, erect and build a convenient house to be used for a Grammer Free Schoole with one lodging chamber for the master and another for the usher. And I will that my executours, for the better effecting thereof, use the best meanes for the obteyning the two hundred markes heretofore devised by Mr Thomas Crolep and Mr Bridon to such an use and action when it shall go forward. And I will that a Free Grammar Schoole be there founded settled and established, with such ordinances as my executors with the approbacion of the Justices of Assize for the County of Cambridge then being shall thinke fitt, to which Free Schoole I will there be elected by my executors during their lives, and the survivour of them, and after by my supervisors when it shall fall void, one schoolemaster and one usher graduates in the Universitie of Cambridge, whereof the schoolemaster to be of the degree of Master of Arts and the Usher a Batchelour of Arts at least. And I will that after any voidance of the place of master or usher whensoever any that have been educated in the same schoole may be found fitt, that such have the preferment to these places before others. And I will that five score schollers borne in Cambridge Barnewell Chestertoun and Trumpingtoun, and no more nor any other, be in the said Free school taught and instructed, and those freely. And I give to such schoolemaster and usher such yearly fee and stipend as hereafter in this my will is sett downe. Item I will and devise that within the circuit of the [p. 189] grounds last devised where my executours shall thinke fitt my executours and the survivour of them and in their default my supervisors after the death of my executours shall there build with bricke on the forefront six severall low tenements of one room apeice for habitation of six severall poore Almesfolkes. And I will there to be elected and chosen by my Executours during their lives and the survivour of them, and after by my supervisors from time to time, six poore aged people single and unmarried persons of the age

of 40 yeares apeice at the least, out of the parish of St Edwards and St Michael in Cambridge, and in defaulte of a competent member there, of the parish of St Bennet, to be placed in the said Almshouses to inhabit there during their lives if they shall well governe and behave themselves; and as any of them shall dy or be displaced other to be chosen as aforesaid in their roome. And if any person placed in the said Almshouses shall by my executours during their tymes, and after by my supervisours, be founde to be disorderly, or not fitt to continue in their houses, then the same persons to be displaced and another to be chosen in their roome, and the yearly stipend to be paid them as is appointed by my Will. *Item* I will and ordeyne six fellowshipps and six scholarships to be founded and settled in Gonvile and Caius Colledge aforesaid to be called Dr Persees fellowes and schollers, to be elected and chosen and to have such stipend as by this my will is appointed. *And therefore* I will that after the said two hundred and fifty pounds per annum shall be settled to the performance of my will, there be chosen by my executours from time to time during their lives and the survivour of them, and after by my supervisours from time to time for ever when the places shall fall voide, six toward fitt schollers to have scholerships in the said Colledge, and also six toward fitt schollers, Batchelour of Arts at the least, to be and have fellowshipps in the said Colledge; and I will that when any such place of a scholler shall become voyde that such as have beene of my free schoole instructed and taught there by the space of three yeares at the least, being fitt schollers, shall be elected and advaunced to have my places of schollerships in the said Colledge before any other; and that when any such place of fellowship shall become voide I will that such as have beene my schollers in the said Colledge being fitt schollers be elected and preferred to have my fellows places there before any other, ~~Provided~~ that no such fellow and scholler so to be elected shall for or by reason of such their [p. 190] places have or claime any benefitt of dividnt or other priviledge but shall bee contented with their stipend, except it shall be hereafter thought fitt by some supreamie authoritie or by the said Colledge to incorporate my said

fellowes into the body of the said Colledge, and yet notwithstanding they and every of them shall be holden and bounde to observe and bee obedient to the statutes of the said Colledge, upon paine to forfeyte his or theire place or places and thence to be expelled, if they or any of them shall bee by the Master and most part of the twelve senior fellowes of the ancient foundation of the said Colledge for the time being found to be disobedient to the orders and statutes of the said Colledge. **Item** I will that my executours and the survivours of them shall within three yeares next after my decease make a sufficient Causey from the further end of Jesus Lane to the hither end of Barnewell and from the further end of Barnewell to Qui Causey called Dr Harvies Causey. And I give to the maintenaunce thereof and to the New Current or River the yearly summe appointed by this my Will. And I will that my executours for their lives times and also my supervisours take yearly a due accompt of the bestowing of those summes and the due ordering of them; And I will that my servant Peter Thatcher putting in good securitie for so much money as he shall receive, be employed in the mainteyning of the said Causey and the bancks for the new River, and have due allowance for his paines. **Item** I will and ordeine the Master and fellowes of the foundation of the said Colledge called Gonvile and Caius Colledge for the time being, or by what names soever they are or shall hereafter be called or knowne, to be the supervisours of this my will. **But** I will that onelie the Master and foure senior fellowes of the said Colledge which shall be from time to time doe att all times execute and performe everie thing herein appointed to be done by my supervisours, and I give to the said Master and foure senior fellowes for their paines yearly for ever the summes of money appointed them by this my will, desiring them to see the uses of this my will duely performed, and to make choice of some sufficient man from time to time as they doe of their Burser of their Colledge (for whom they will answer) who will both receive the money and disburse the same appointed to be paid to my supervisours to the uses of my will, who shall everie yeare ingrosse into parchment all the receipts and disburse-

[p. 191] ments of the precedent yeare whereby the same may be seene and examined on my mortuary day. **And I will** that uppon that day fourty shillings per annum be bestowed and allowed by my supervisours on a dinner to be kept in Caius Colledge parlour, where I desire may be invited the Vice Chancellour for the time being, the three Esquire Beadles, and my executours so long as any of them shall live, and that after dinner my Register or receiver doe exhibite and accompte in writing ingrossed into parchment by the said person so chosen for receipt and disbursement of the money to be paid to my supervisors to the use of this my will of all the receipts and disbursements for the yeare precedent, and to such person so ingrossing the accompt (who I appoint to be called my Register) I give the yearely fee of fourtie shillings for his paines to be deducted from time to time out of his receipts. And I appoint my sollicitour Robert Spicer to have the receipt of the money and disbursement thereof and the registering of the accompte for his life time, and to have the said yearely fee of fourtie shillings for his paines thereof. And I will the said accompt to be yearelie kept in Caius Colledge Treasury, and I will the Vice Chancellour or his deputy, and the three Beadles, be yearely at that dinner, to whom I give the summe appointed them by this my will. **And I will** there be on that day before dinner a Sermon yearely preached in the Colledge Chapell, **And I** give to the Preacher thereof to be appointed by the Master of the said Colledge xiii^s. iiiij^d. And I give yearely on that day xx^s to be bestowed in exeedings amongst the schollers of the said Colledge. **Item** I will that the said ccl^{li} per annum, to be received as aforesaid yearely by my supervisours, be by them yearely paid out in such sort to such persons and purposes as by this my will is appointed, to be paid in perpetuity at the two feasts of St Michael and the Annunciation yearely, or within twenty dayes next after either of the said feasts by equall porcions, viz^t, **Imprimis** to the schoolemaster of my free schoole xl^{li} per Annum and to the usher xx^{li} per Annum for ever, lx^{li}; **Item** to the said almes people of my Almes houses to either of them iiii^{li} per annum for ever, xxiiij^{li}; **Item** to the six fellowes of my foun-

dation in the said Colledge to either of them x^{li} per annum for ever, lx^{li}; *Item* to the six schollers of my foundation in the said Colledge to each of them iiij^{li} per annum for ever, xxiiij^{li}; *Item* I give to the Master fellowes and schollers of the said Colledge towards the reparacions of the buildings of the said Colledge now built and hereafter to be built, and increase [p. 192] of their stocke, vi^{li}. xiiij^s. iiij^d. *Item* I give to the two morning under lecturers of the said Colledge for the time being forty shillings apeice yearely for ever, iiij^{li}; *Item* to the six fellowes of the Colledge called Mr Francklands fellowes to either of them three pound yeerely for ever toward the increase of their fellowshipps, xviiij^{li}; *Item* to the master cooke, to the butler, to the caiter, and to the porter of the said Colledge which shall bee from time to time xx^s apeice, yearely for ever, iiij^{li}; *Item* to the under cooke of the said Colledge which shall be from time to time yearely for ever x^s. *Item* to the three almes folkes of the Almes houses belonging to Gonville and Caius Colledge which shall be from time to time there dwelling xvij^s apeice yearely for ever, xlviiij^s; *Item* to the maintenance and repairing of the bankes and current of the new river brought into Cambridge to be paid yearely viij^{li}; *Item* to the maintenance of the causey appointed by my will to be made between Jesus Lane and Qui cawsey, and to the maintenance of the cawseye already by mee made in Jesus Lane yearely for ever x^{li}; *Item* I will there be yearely paid to the churchwardens of the parish of great Massingham and Harpley in the Countie of Norfolke, for either of the said towneshippes to be bestowed at the feast of the Nativitie of our Lord God amongst the poore of their severall parishes, with the assistance of the Master for the time being, to either of the said parishes xxx^s apeice yearely for ever, iiij^{li}; *Item* to the Master of Gonville and Caius Colledge for the time being iiij^{li} yearely for ever and to the foure senior fellowes of the ancient foundation of the said Colledge from time to time xxx^s apeice yearely for ever, ix^{li}; *Item* to my register appointed by my will for his fee yearely for ever fourty shillings; *Item* to be bestowed on a dinner appointed yearely on everie mortuary day xl^s; *Item* in exceeding in diett amongst the schollers in the same Colledge

on that day xx^s; *Item* to the Vice Chancellour of the Universitie of Cambridge for the time being xx^s yearely, xx^s; *Item* to the three Esquire Beadles for the time being to either of them iij^s iiij^d yearely, x^s; *Item* to a preacher yearely to preach a sermon on my mortuary day xij^s iiij^d; *Item* to the maintenance of that charitable worke intended to be performed [p. 193] and settled at Barley in the Countie of Hertford to be paid yearely for ever by my supervisors after they shall see the worke perfected and settled, the summe of iij^{li} yearely for ever, iij^{li}; the remainder of the said ccl^{li} per annum I will shall be from time to time bestowed in such charitable uses as my executours for their times, and after my supervisors, shall thinke fitt. *Provided* alwayes that no bequest hereby given to any, or bequeathed to be paid to any fellow scholler schoolmaster usher or preacher or almes folke shall be paid for any longer time then they remaine in their severall places or offices, but as they or any of them shall die, leave of, or be remooved from their severall places there portion to be paid to their successours; *Provided* alwayes and my minde is that if any inconvenience be by my executours and supervisors seene into that the said ccl^{li} per Annum shall not be sufficiently assured to continue in perpetuity by such assurances as may be taken from the said corporations, which I desire may be for the good of many of the said corporations, then I will that the said five thousand pounds so bequeathed as aforesaid to the said Corporations of Norwyche Cambridge Burie and Lin, or so much thereof as shall not be secured, be by my executours or the survivour of them, or if my executours be dead then by my supervisors, bestowed and layed out in purchase of lands to raise or make up the revenue of ccl^{li} per annum ultra reprimas to be purchased and taken in Mortmayne, or to such uses, and to such feoffes or in such manner as my executours or the survivour of them, and after their time in their default by my supervisors, shall be thought fitt. *Soe* alwayes as the yearely revenue thereof be yearely from time to time received, layd out, and paid in such manner uses intents, and purposes, and to such persons as before in this my will is appointed to be paid in perpetuity. *Item* I give and bequeath to the Master

and fellowes of Gonvile and Caius Colledge in Cambridg the summe of forty pounds to be paid to my executours within five yeares after my decease if the said Master and fellowes shall happen within the said tearme to new build the Hall of the said Colledge. ~~Item~~ I will that my executours shall disburse to the use of the said Master and fellowes of Gonvile and Caius Colledge the summe of five hundred pounds to be bestowed about the making and building of a convenient [p. 194] building for lodgings and chambers for fellowes and schollers within the said Colledge, in such convenient place either within or adjoyning to the said Colledge where the Master and fellowes of the said Colledge shall appoint, so that the said Master and fellowes doe continually allow to my fellowes and schollers within the said Colledge sufficient and convenient lodging within the said building rent free, and doe give their covenantes therefore to my executours before they shall lay out the said money. And my will is that if any doubte or ambiguity shall rise about the construction or exposition of any word clause or sentence in this my Will, then I will and earnestly desire the same may be construed ordered and determined by the Vice Chauncellour of the Universitie of Cambridge for the time being, and the ancient judge of Assize for the Countie of Cambridge together with the Master of Caius College for the time being. And I will and ordeine that after the death of my executours before named the Master and fellowes of Gonvile and Caius Colledge by what name soever they are called be executours of this my last Will and testament, And shall performe whatsoever any former executours shall leave unperformed touching or concerning this my Will, ~~Provided~~ that onely the Master of the said Colledge and the foure senior fellowes for the time being from time to time, after the first named executours be dead, have the ordering disposing election and appointment of all things appointed to my executours or supervisours by this my Will. And I revoke all former Wills and have sett hereto my hand and seale the day and yeare first above written. ~~Stephen Peirse~~: published to be his last will and testament and subscribed in the presence of Robert Curson, Robert Sparkes, Richard Godfrey.

Tenore presentium Nos *Olufn Eftynn* sacrae Theologiæ Professor Almæ Universitatis Cantabrigiæ Procancellarius notum facimus universis et singulis quod vicesimo secundo die mensis Decembris anno Domini millesimo sexcentesimo decimo quinto in camera quadam superiori in Collegio Divi Johannis Evangelistæ infra Universitatem,

[p. 195] *Probatum* fuit hujusmodi presentibus annexum testamentum Stephani Peirse nuper dum vixit Medicinæ Doctoris et socii Collegii Gonvilli et Caii, in alma Universitate predicta ac nostra jurisdictione defuncti, habentis vitæ et mortis suarum tempore nonnulla bona, jura, credita et chattalla infra Universitatem Cantabrigiæ predictam seu suburbia ejusdem et jurisdictionem nostram predictam, cujus quidem pretexto dicti testamenti probatio, approbatio et insinuatio et administrationis omnium et singulorum bonorum, jurium, creditorum et chattallorum predictorum commissio sive concessio (quoad illa bona, jura, credita seu chattalla ipsius defuncti infra Universitatem Cantabrigiæ predictam seu suburbia ejusdem et jurisdictionem nostram predictam existentia et remanentia) necnon computi, calculi sive ratiocinii administrationis hujusmodi auditio finalisque liberatio sive dimissio ab eadem ad nos solum et in solidum notorie dignoscitur pertinere, Ac per nos approbatum et insinuatum necnon pro vero valore et validitate ejusdem legitime pronunciatum et declaratum, commissaque fuit ac est administratio omnium et singulorum bonorum, jurium, creditorum et chattallorum dicti defuncti, et ejus testamentum hujusmodi qualitercunque concernentium infra Universitatem Cantabrigiæ predictam et suburbia ejusdem et jurisdictionem nostram predictam existentium et remanentium, Martino Peirse generoso uni executorum in hujusmodi testamento nominatorum primitus de bene et fideliter administrando eadem ac de plano et fideli inventario omnium et singulorum hujusmodi bonorum, jurium, creditorum, et chattallorum dicti defuncti, infra Universitatem Cantabrigiæ predictam seu suburbia ejusdem et jurisdictionem nostram remanentium conficiendo, et illud in officium Registrarii Almæ Universitatis Cantabrigiæ predictæ citra 2^{dum} diem Mensis Februarii proximum futurum exhibendum, nec non de plano et fideli computo, calculo sive

ratione, in ea parte reddendo cum ad id legitime vocatus fuerit, ad sancta Dei Evangelia personaliter juratus tactis, etc., reservata potestate similem commissionem faciendi Venerabili viro Magistro Valentine Carey sacrae Theologiae Professore Decano Ecclesiae Cathedralis Divi Pauli Londonensis, et Roberto Spicer generoso cæteris executoribus in hujusmodi testamento nominatis cum venerint eum petitori, in debita juris forma admissuris. Datum die mense anno Domini et loco supradictis.

Monumento pensili ab hæredibus ei posito, ad boreale latus interioris Sacelli, is ipse sibi titulum hunc composuit quem adscribi voluit,

Prænomen Stephanus, cognomen Perse vocatur.

Sola Deo soli vita corona fuit.

[p. 196] Cum vivente Deo remanet mihi vita perennis

Jamque cano soli πάντοτε δόξα θεῷ.

Hæc moriens cecini lecturo Perseus ipse,

Non ulli melius quam mihi notus eram.

Christian surnamed Stephen Perse I hight.

Sole life with God alone, my crowne my light.

With living God eternall life I live

This now my song: to sole God praise I give.

This Epitaph by me Perse was devized,

To none else my thoughts better were comprizd.

Hic Stephanus Perse medicinæ doctor per quadraginta annos socius hujus Collegii requiescit, qui moriens donavit quinque mille librarum, quibus annui redditus ducentorum et quinquaginta librarum emerentur ut ex iis socii sex, sex scholares, sex eleemosinarii, ludimagister et hypodidascalus alerentur, et stipendia Custodis hujus Collegii, et quatuor seniorum sociorum et sex sociorum Jocosæ Francelandæ auferrentur, qui legavit quingentas libras ad cubacula suis sociis et scholaribus in Collegio edificanda, qui grammaticam scholam ad centum discipulos recipiendum idoneam et domum ad suorum elemosynariorum habitationem extrui, viamque a villa Cantabrigiæ ad pontem Sturbrigiensem ex relictis bonis Persea ultima voluntate mandavit: vixit annos 65, mortuus est ultimo Sept. 1615.

In locum Doctoris Perse ex fundatione Caii, Robertus Wells Norfolciensis Medicinæ Doctor, unanimi Custodis et sociorum consensu per translationem (ut loquuntur) subrogatus est; et ad supplendum locum dicti Doctoris Wells ita vacantem, per viam scrutiniû proceditur ad novam electionem. Major pars sociorum contulerunt sua suffragia in Johannem Allen Devoniensem, artium magistrum, et tunc temporis socium ex fundatione Jocosæ Francelandæ, sed Custos voce sua negativa sociorum electionem ratam habere noluit. Custode et sociis suis in sentiis immotis persistentibus, mensis (spatium per statutum electioni destinatum) elabitur, quo elapso Custos contendit provisionem de socio pro illa vice per devolutionem ad se solum spectare, et in locum vacantem nominavit et admisit Thomam Cooke Norfolciensem, artium magistrum, tunc quoque temporis socium ex fundatione Francelandiana, sociorum majori parte quibus possit modis huic Custodis facto obsistente. Hinc illæ discordiarum scintillæ quæ diu latuere quasi sub cineribus [p. 197] sepultæ in ingentem flammam emicuerunt, quæ non nisi sententia Cancellarii visitoris extingui poterant.

Anno 1616

Toto hoc anno litigatur de nupera facta electione, et ad jurisperitos utrinque concurritur, sed frustra, noluerunt enim socii Custodi cedere nec custos ad partes sociorum accedere, ante sententiam latam per Cancellarium Academiæ, anno insequenti. Opportuna hic sese offert occasio enarrandi, quid utrinque a jurisconsultis in presenti lite assertum erat, sed (quod dolemus) ex utraque parte hoc prestare non possumus, quæ enim fuerit sententia eorum qui a parte stabant Custodis, nos prorsus latet; at sane, si illius sententiæ nobis unquam facta fuisset copia, nullo modo eam huc referre omitteremus, ne studio partium seduci, nec bona fide prout res transacta fuit enarrare videamur; interim, quamvis ex hac parte silere cogimur, tamen cum plurimum interesse Collegio et futuræ ejus tranquillitati, optime prospici existimamus, si rationes hic adducantur jurisperitorum, a quorum partibus stetit victoria; has penitus omittere (quia alteras non possumus exhibere) haud æquum esse judicamus, proinde hic subjunximus sententias eorum qui

ratam habuerunt electionem sociorum, in quibus non nuda sententia spectanda sed rationes quibus ad partes sociorum accedere moti sunt, ponderandæ, eoque magis quod ex hac parte per Cancellarium facta erat decisio litis; scripta sequuntur jurisconsultorum proprias sententias subscriptis nominibus attestantium.

I am of opinion that the election of Mr Allen by the greater part of the Fellowes in the presence of the Master, though he dissented, was lawfull, and ought to stand; for since the Founder whose statute in the letter is urged by the Master hath himselfe clearely interpreted the same as is afore expressed viz. *Quod in electione Socii, Custodis præsentia necessario requiritur, non tamen quod votum suum necessario conveniat votis majoris partis sociorum*, there is no reason to presse the Founders words against his owne interpretation, soe evident; and if it be replied that the interpretation was upon an occasion fallen out in Trinitie Hall not in this colledge, it must be remembred that the statute itselfe alsoe was originally given to the same Trinitie Hall and therefore if the statute itselfe by the pleasure of the Founder be made the Statute of Gonville and Caius Colledge of necessitie it followeth that the interpretation thereof (which is the life of the statute) be the same there alsoe.

Hen. Marten.

[p. 198] I am of the same opinion with Dr Marten, especially because the founder hath soe interpreted the statute of Trinitie Hall, (for seeing this statute of Caius Colledge is made by relation to the statute of Trinitie Hall), it is all one as if the founder had made this interpretation expressly to the Statute of Caius Colledge, for a law or statute is not the bare words thereof, but the sense and meaning, and thereupon is grounded that rule of law, *Is committit in legem qui verba legis complectens contra legis nititur voluntatem*; and this interpretation is not a new statute nor addeth anything to the statute of Trinitie Hall, but onelie declareth what the statute was from the beginning, and if by any other meanes it could have been knowne, that had been to be followed, as if the custome or practice

of the house had so declared it without anie interpretation at all, so that this relation to the statute of Trinitie Hall is to be taken in that sense which Trinitie Hall statute is interpreted to bee, because hee that made the law can best interpret it.

But suppose there had been no interpretation at all yet I am of opinion that in this case there should never have been anie devolution to the Master, for that it were a great absurditie that in a Colledge where it is intended that there should be a free election of fellows by the major part it should be in the power of the Master to bestow every fellowship where he liketh, and so frustrate the meaning of the founder.

Againe, a devolution from one to another groweth ever for the supply of some negligence or fault in the electours, and as it were for a punishment of them who offend; but in this Cause the diligent persons who peradventure have chosen *dig-nissimum* should be punished, and he who peradventure would thrust in *indignum* should make gaine of his owne fraude, whereas *eligendo indignum* he looseth his voice, et *potestas eligendi in ejus pœnam devolvitur in alium*.

Againe, this may be likened to the case of a benefice, where generally if the benefice be litigious above 6 months, the ordinary may collate by lapse. Now if the true patron present his clerke to the bishop of the Diocesse, who makes title himselfe to collate, whereby the benefice is now growne litigious, the bishop in this case shall never take benefice as by lapse;

Againe the law generally was that *excommunicatus in judicio non erat audiendus*, but it must be thus understood *agendo non defendendo*, and the reason is for that it were an absurd thing that a man should be called in question and not permitted to defend himselfe.

Quere how the Master comes to be one of the scrutinie and how he gives his voice, for if he gives his voice but as an elector, he should have no negative voice.

Nyc. Styward.

[p. 199] In the cause propounded I am of the same opinion with Mr Doctor Martin, and Mr Doctor Styward, that the election of Mr Allen, made by the major part of the fellows,

notwithstanding the Master consented not, is good, and available in law; for it is apparent in the words of the Statute, *Sed si locus alicujus dicti Collegii, &c.*, that the meaning of the Statute is that the Master, and greater part of the fellows, should consent to the election of a new fellow, in the room that is voided, *Et cum de contraria mente legis evidenter constare non potest a propria verborum significatione non receditur, et non aliter* (69 de Legatis 3). In the case propounded, the greater part of the fellows have given their uniforme consent, the Master onelie refuseth to give his consent and objecteth three things; first because he did not consent there was not *concors electio Custodis et sociorum*; the second, and therefore the provision for this time to be devolved unto him; 3. that he the Master hath the grammaticall sense of the statute to justifie his proceedings.

To the first, by law one mans act cannot prejudice another, *Non debet aliquis alterius odio prægravari. c: non debet* (22 de Reg. Juris. in 6^{to} etc.) *non debet* (74 Ff de Reg. Juris.) *et omnibus modis proconsul id agit ne cujus deterior fiat conditio ex alieno facto* etc. (Ff. de alienatione Judicii mutandi causa facta,) which lawes I hold to be strong arguments; the Master his dissent may not abridge the fellows of the election and so prejudice them, much lesse gain unto himself a devolution. *Nemo enim ex suo delicto meliorem suam conditionem facere potest*, etc., *non fraudantur* 176 § *nemo* Ff de Reg. Juris. *et longe æquum est ex eo quod per fide gestum est actorem nihil consequi* (l. apud 4 § *Marcellus* Ff de doli exceptione gloss. l. finalis Ff de dolo). And the Law saith *si sine dolo malo stipulantis factum est: sub hac enim conditione committitur stipulatio ne quis doli sui præmium ferat* (l. ita demum 26 Ff de receptis: qui arbitrium etc.). *lex dans potestatem fratri majori dividendi bona intelligenda est voluisse excipere dolum, et captiosam divisionem* (Stephan. de Phedris (sic), De interpretatione legum parte 2^{da} p. 162). And in the Case propounded because it was in the Masters power to perfect the election, and he did it not, I take it the election made by the greater part of the fellows standeth good in law, et in Jure Civili receptum est (122 Ff de reg. Juris. c. cum non 66 de Reg. Juris. in 6^{to}).

[p. 200] To the third, to helpe the Master, admitt further there be a statute in the Colledge, that their statutes are to be understood literallie, and according to the grammaticall sense, and not otherwise, yet the Founders meaning and motive must be observed (Baldus l. omnes populi 9 Ff de Justitia et Jure nu. 57), which was, that a fellow must be chosen *cum consensu Custodis et majoris partis sociorum; ita est enim propria significatio per quam omnes casus in oratione contenti pariter determinantur, et quam major effectus sequitur, et quæ plana et secundum litteram legis est* (Stephan. de Phedris (sic) de interpretatione legum, parte 2^{da} p. 113 et 114) *et ille sensus legis recipiendus est, ex quo non sequitur aliquod repugnans cum antecedenti; Item ex quo non sequitur aliquod absurdum* (idem eadem parte 2^{da} p. 191). Againe *si statutum dicat quod statuta intelligantur ad litteram sine aliqua interpretatione finitiva, vel extensiva, non de interpretatione declarativa* (Steph. de Phedris ubi supra parte 2^{da} 115 et 264) *ubi dicit doctores communiter tenere quod statuta poterunt interpretari, declarando et dis-tinguendo non autem restringendo vel ampliando.*

As this case standeth all that I have said needeth not, for as it is sett forth in the case propounded the founder himselfe hath resolved this doubt by an interpretation given in Trinitie Hall, and (*dato sed non concesso*) that the Founders interpretation concernes Trinitie Hall onelie, *provisio testatoris facta, uno casu extenditur ad alium, quem testator verisimiliter providisset, si de eo fuisset interrogatus; et hoc prestat argumentum, quod statutum debet extendi ad casum de quo verisimiliter idem providissent statuentes, si interrogati fuissent* (Alex. l. Titius 25 § Lucius Ff. de liberis et posthumis; et ibi Castrensis et Jason, et Jason l. si extraneus 6. nu. 7 Ff. de Conditione causa data etc.; et l. sive apud 28 c. de transactionibus).

Againe glosse l. tale pactum 40 § finalis, verbo exceptionem Ff. de pactis; et ibi Bartolus Castrensis Baldus et Jason. *Item nota id esse de jure servandum licet non sit statutum quod verisimile est statuendum fuisse si hoc quesitum fuisset.* Now it is verie likely that the founder having made his interpretation in Trinitie Hall, that if this doubt had likewise falne out in Caius Colledge, and this resolution had beene asked, in all

likelihood he would have given the same interpretation in Caius Colledge, *mutatio enim voluntatis non presumitur* l. Quingenta [p. 201] 14 et l. eum 22 Ff. de probationibus *maxime quando considerate loquutus est* autentica de conjectura ultimarum voluntatum c. 15 cum 4. by interpretation therefore of these Doctours the Founders interpretation made in Trinitie Hall upon the like Statute must be received in Caius Colledge, though it be not part of the statute there.

Ita censeo, J. Hone.

Anno 1617

Hactenus prælusoriis telis dimicatur, hoc vero anno ad decretoria ventum est, sociorum enim duæ partes admonuerunt Custodem Gulielmum Branthwayte statuti de inhabili Custode et de mala administratione officii sui, idque declararunt quibusdam articulis quibus inhabilitatem ejus ad regimen Collegii probare in se susceperunt; quos articulos una cum admonitione exhibuerunt simulque invitatur Custos ut officio suo sponte cedere voluerit, prout statutum monet faciendum; sed is renuens, Cancellarius Academiæ, honoratissimus Dominus Thomas Howard, consulitur, qui in ædibus Audlianis adscitis sibi viris aliquot gravibus et prudentibus, Custode et sociis presentibus, plenariam habuit causæ cognitionem, et sententiam suam certis quibusdam articulis declaravit; quos articulos scripto quodam authentico in registro Universitatis Cantebrigiæ servando tradidit, eosque ad perpetuam rei memoriam tuto reponi et servari plurimum interest Collegio.

Hujus Decreti tenor hic est:

A Declaration of the order and decree of me Thomas Earle of Suffolke, Lord High Treasurer of England and Chauncellour of the Universitie of Cambridge, touching divers points of differences betwixt Mr Doctor Branthwaite Master of Gonvyll and Caius Colledge within that Universitie and the fellowes there upon a full hearing of both parties as followeth.

First that Doctor Harvies 100^{li} be brought in by the Master into the Colledge chest and imployed with all convenience and speed to provide land for the maintenance of a scholler.

2. That the 30^{li} paid by the tenants of Caxton shall be brought into the Colledge chest by the Master there to [p. 202] remayne untill the difference betweene the Colledge and tennants be determined.

3. That the Master and fellowes shall joyne to sue the tennant Mr Cradocke in an action of wast committed in the grounds.

4. That Allen shall have the place to which he was elected by the major part of the fellowes, although the Master did denye him by his negative voice three times and after the end of the moneth devolved it and elected Cooke; because he denyed him as it seemed upon his owne negative voice by the space of a moneth that so he might devolve it to himselfe and elect alone, not giving any just cause or reason of the Statute why Allen was not eligible; which I the rather determine thus because it agreeth with the exposition made by the Founder, Bishopp Bateman, of the same Statute in Trinitie Hall of his owne foundation.

And because hereafter there may be peace and quietnesse betweene the Master and the fellowes, I doe further order that the Master and fellowes shall consent by way of prenomination or preelection that Mr Cooke shall have the next fellowes place that shall become void.

5. That the Master shall not keep courts without the consent of the major part of the fellowes first had.

6. That it is fitt the Master with the consent of the fellowes doe yearlye according to statute renew the choyce of their steward, if they shall be found fitt and sufficient for the places, yet notwithstanding to continue them that they may have the better knowledge, and experience to execute their places.

7. That there be yearlye one of the fellowes chosen Bowser with the Master according to the statute and that the Maistres oath concerning the bowsershipp shall be taken once for all.

8. That the Master shall neither declare nor pronounce any place voide, nor censure and punish anie fellow with the losse of the rights and profitts of his fellowshipp without the consent of the major part of the fellowes according to the Statute.

9. That the elections of Mr Randall and Mr Cruso shall be taken to be good and sufficient, because the Master did consent upon condition, which condition being *extra statutum* his consente was good.

Subscribed, T. Suffolke.

Inter Acta Collegii ad festum Annuntiationis 1617 reperimus protestationem, &c. (which is to bee found in the next folio, and heere immediately to follow).

[p. 203] 1. Docter Branthwaite Master of Gonvile and Caius Colledge in the Universitie of Cambridge doth promise that he will bring the 100^{li} into the Colledge Chest at the next auditt, or before the end of November next, so that he may be free from his Covenaut made to Dr Gostling Dr Legg Executours.

2. *Item* he will deliver the 30^{li} at the same time, so that he may be secured by the Colledge from the tenants of Caxton.

3. *Item* he is contente to give consent with the fellowes to sue Cradocke in an action of Waste.

4. *Item* he is willing for his parte that Mr Allein shall be fellow and have all right belonging thereunto; but for admission he humbly craveth pardon, because he verily thinketh he cannot doe it with safety of his oath: yet having a most affectionate desire to performe all offices of duty and respect to your Lordship, being so noble a Peer and Patron of our Universitie, he doth yeild that your Lordship as Chauncellour, or Mr Vice Chauncellour, shall admitt him, as in causes of this nature is usuall.

5. *Item* he is content courts shall be kept by consent of the Master and greater part of the fellowes, neither did he ever as he saith keep any otherwise.

6. *Item* he consenteth that the Master with the consent of the fellowes doe yearely according to the statute renew the choyce of their Steward and Bayliffes if they shalbe found fitt and sufficient for the places, yet notwithstanding to continue them that they may have the better knowledge and experience to execute their places.

7. *Item* he yeildeth that there be yearely one of the fellowes chosen Burser with the Master according to the statute, and that the Masters oath concerning the bursarship shall be taken once for all.

8. *Item* he neither will declare nor pronounce any fellowes place voyde nor punish any fellowes with the losse of the profitts of his fellowshipp without consent of the major parte, but in such causes where the statute saith *expellatur ipso facto*, and in those when the fact shall be made apparaunt in the presence of the Master, and the major part of the fellowes, *aut ex concessione rei, aut per probationem duorum idoneorum testium.*

9. *Item* he acknowledgeth Cruso to be fellow, and so he is already admitted. And for Mr Randall his election shall be taken to be good and sufficient for his part and to be admitted as Mr Allein.

[p. 204] And in all and everie of these humbly submitteth himselfe in manner aforesaid so as he shall not be adjudged hereafter either to have incurred perjury or the Colledge (by his facte) to forfeite a bonde of 1500^{li}, and this is the onely intent of all his former protestations, since the publication of the orders.

W^m Branthwaite.

Concordat cum originali in Registro Universitatis Cantabrigiæ.

Ita testor, Jacobus Tabor, Universitatis Canteburgiæ Registrarius.

Inter Acta Collegii ad festum Annunciationis 1617 reperimus protestationem factam per Doctorem Branthwaite Custodem, quam suis verbis, prout ibidem habetur, hic referri curavimus, viz.

The orders being published the nine and twentieth of July by the Vice Chauncellour, the Master spake publickely in the presence of those assembled; that he would assent unto them so farre as they were agreeable to his oath, to Dr Caius Statutes, and the covenantes between Dr Caius and the Colledge;

otherwise as they might not stand with his oath or with Dr Caius statutes, or the Covenantes between Dr Caius and the said Colledge, he did there protest against them and desired also his said protestation might be recorded respective to his former protestation. Upon conference with the Vice Chauncellour and some assistants, the 8 of August following, the Master to give further satisfaction to the Chauncellour gave answer to the particulars in manner following which saide answer is to be found upon the precedent page. Non abs re erit hæc recensere quæ ante latam sententiam Custos Dr Branthwaite dicto Cancellario proposuit, viz. contradictiones aliquot Statutorum etc., una cum responsis sociorum.

Statute contradictions preferred to the Vice Chauncellour 1617.

[p. 205] 1. Bishop Bateman saith, *Volumus in Medicine scientia in dicto Collegio unicus tantum socius aut duo ad plus simul audire valeant et studere.* But Dr Caius appointed 2 besides of his owne foundation, and giveth libertie for more; by occasion hereof there have been of the 12 seniors five physicians at one time.

2. Bishop Bateman maketh the cator an officer, *habeant socii Collegii duos officarios pistorem et dispensatorem*: Dr Caius will have him a scholler, *sit is scholasticus ex fundatione* (statute 56).

3. Bishop Bateman saith, none can hold his place which hath 5^{li} yearly without cure in a benefice, or in a benefice with cure of what value so ever; *Ordinamus quod nullus curatum obtinens beneficium etc.* But Dr Caius alloweth to his fellows 10^{li} 6^s 8^d yearly, *Statuimus et ordinamus in uberiorem studiorum materiam etc.*

Upon these statutes it may be questioned whether a fellow may have temporalities there above the revenue expressed in the said statute, especially there being these words (sta. 8) *non excludimus indigorum generosorum etc.* and, if it be thought they may exceed, then how farre they may exceed the proportion sett downe in statute, because the fellows thinke they may have lands of any value.

4. Touching the preferring of fellows, Bishop Bateman

decreeth thus, *In electione sociorum scholares nostre Diocæsius non beneficiati beneficiatis etc.* But Dr Caius thus, *in socios vero ejusdem Collegii scholastici Norfolc. cum Suffolc. preferantur etc.*

Auncient practices against statutes; whereas besides the statutes themselves wee have this caution, *Constituimus ne que consuetudo prevaleat adversus statutum aliquod.*

1. The fines upon leases which by statute are to goe to the Colledge, have been a long time divided amongst the company (statutes 93 and 95); *fines Collegii esse volumus non Magistri et sociorum.*

2. The Mulcts have beene appropriated to the Deanes, contrarie to the 73 statute, *volumus ut omnes mulctæ cedant Collegio.*

3. The Fellowes probleme hath beene but once a weeke contrary to the old statute, and new statute the 17, *non intermittatur problema sociorum et pensionariorum majorum etc.*

4. There have beene but two problemes of fellowes in the Vacation contrarie to the former statute, which saith they should continue *ad festum Bartholomei.*

5. Chamber rents have beene divided which should go to the Colledg (stat. 66), *constituimus ut pensiones cubiculorum utriusque Collegii etc.*

[p. 206] 6. The Fellowes have often changed their professions against statute, *In scientia quam eligerint audiendum etc.* It would therefore be ordered that everie one be reduced to the profession he first tooke upon him and used to take his degree therein, and also that those who by their foundation were appointed to be divines should direct themselves to divinitie and according to their foundation enter the Ministry.

7. The Stewards are by Statute to be chosen quarterly (Stat. 56) *volumus.....in tres menses eligatur*, but they have been aunciently chosen for a yeare.

8. The Statute is there shall be two Indentures at everie account of the State of the Colledge whereof one to remain with the Master the other in the chest, which have been omitted ever since Dr Caius Statutes.

9. Lastly neither scholler nor fellow, by statute or practice of other houses, hath any right to any allowance before his admission or election, and therefore upon the vacation of places I have mooved the stipend might goe to the Colledge, but it hath beene denied. It would be therefore ordered if upon necessity schollerships be voyd, whether allowance shall be given from the vacation of the place, or their election.

The answer to the Contradictions.

1. The Donations being by divers founders they doe not conceive any contradiction, for that every benefactour is free to bestowe his owne gift as he judgeth it best. And so hath Dr Caius determined this matter (Sta. 107) *Si qua statuta nostra diversa etc.*

2. There is no contradiction that one Founder makes the cator an officer, the other a scholler, for that the same man may be both a scholler and cator for the Colledge, as well as steward for the Colledge and fellow.

3. Bishop Bateman alloweth but 5^{li} in spirituall living, and Dr Caius alloweth that his fellowes may enjoy 10^{li} 6^s 8^d, is no contradiction, for that it is left to every benefactor to bestow his owne with what conditions seeme good to himselfe; neither of these statutes were ever questioned to concerne temporalities of that value, but onely spirituall preferments, neither can there be shoven any practice, that ever any person was ever questioned for his temporall state, either in our Colledge or Trinitie Hall who have the same Statute made by Bishop Bateman, neither can a rule be made by deduction if it be not conteyned in the letter of the Law in a grammaticall sense as the Founder speakes.

4. Both the Founders agree that Norfolke men should be preferred in all elections, which cannot be understood in Dr Caius his statutes otherwise then in Bishop Batemans, with [p. 207] this clause (*cæteris paribus*) as for Dr Caius owne Foundation, as he hath made the places proper for Norfolke so they have been chosen still out of the Countrey.

Answer to the Auncient practices
pretended against Statutes.

1. The Fellowes say that the fines of all copyholds have alwayes been paid to the chest, the tenants benevolences for their leases have alwayes been divided amongst the company, whereof the Custos have ever had a double part.

2. The 75 Statute maketh mention of 10 persons but of fellowes onely, and therefore the fellowes suppose that (*omnes mulctæ*) in that place cannot be intended of any mulcts but those that are imposed upon the fellowes which ever have been paid to the Colledg. As for the mulcts of schollers they have been from time to time allowed to the deanes for their paines in their office, and (as wee have heard our predecessors say) were so allowed in Dr Caius time.

3. The fellowes problemes are so observed as Dr Caius left them, one kept by the fellowes, another by the Batchelours, and the third by the interpretation of Archbishop Parker upon the 17 Statute cited is left with this quære, *An sophistæ possunt supplere vicem in problematibus ex utriusque statutis decernendum est.*

4. That there never were more then two Problems kept by fellowes during the vacation betweene the Masters commencement and Michaelmas not in Doctor Caius time, so they have still been performed. In other Colledges (as far as we can learne) there are none kept by fellowes during the vacation.

5. For answer to the 5th, consult the statute observed by the common practice.

6. The fellowes never changed their professions but when they were remooved into new places which gave them that libertie, and for urging any man to take the degree of Doctor which hath not meanes to mainteyne it the Societie have ever held it unreasonable, seeing without the calling of them by the voice of the major part they cannot be compelled by any statute. As for those that by their foundation ought to enter into the Ministry it is alwaies in the Custos power to urge them to it, upon danger of their places.

7. The Stewards have beene chosen annually with other officers, and so passe from quarter to quarter, *per tacitum consensum*, but if any doe not performe with that fidelitie and care that is meete, the fellowes have alwayes been ready to joyne with the Master to remooove such a steward at the quarters end: if no just exceptions can be taken against him they desire not such an extraordinary trouble of remooving and electing anew such officer every three monethes.

[p. 208] 8. For the making of two Indentures our books of account doe supply them, and perfect all reckonings at our auditt. But if the Custos require them, he well knoweth that no man will deny them.

9. The right of every allowance is due according to the donation of the Founder of it, and is so to be employed as he hath ordeyned it, not otherwise. The Colledge chest hath a proper allowance to itselfe, which as it was ever sufficient for the common charge so the fellowes never diminish it, therefore they have alwayes thought that pensions designed for the maintenance of schollers or fellowes are not to be converted to the filling of chests, unlesse the manifest necessitie or want of the Colledge were such as it needed to be releived; neither doe they understand how that which is given for personall maintenance should properly belong to any other then either the present possessor or future incumbent, as it is the practice both *de jure et de facto* in other livings in the land belonging to the maintenance of schollars; and for this deniall which Dr Branthwaite thinks an offence the fellowes (*salvo superiorum judicio*) thinke they doe God and the Commonwealth good service to urge a perpetuall supply of students and prevent the daunger that may ensue by keeping places void longer then they ought to be; they knowe no necessitie of vacancie, the land having so greate a number which want maintenance.

1617

16 March 1617. Assensu Custodis Doctoris Branthwaite et sociorum convenit inter Johannem Atkinson architectum, et Martinum Peirse armigerum executorem ultimi testamenti Doctoris Peirse, de ædificio extruendo ad usum et inhabita-

tionem Sociorum et Scholarium ex fundatione dicti Doctoris Peirse. Locus ædificio designatus ad boreale latus Collegii e regione ptochotrophij Caiani, quod ædificium sexaginta tres pedes erat longum: summa impendenda 500^{li}: fabrica et structura ex scripto hoc indentato peti potest.

Articles made and agreed upon the sixteenth day of March (1617) and in the 15th yeare of the reigne of our soveraigne Lord King James of England and of Scotland the 11st by the direction and appointment of the Master and fellowes of Goneville and Caius Colledge in the Universitie of Cambridge, between John Atkinson of the Towne of Cambridge in the Countie of Cambridge yeoman, on the one part, and Martin Perse of the same towne and countie Esquire, executor of Stephen Perse late of the same Universitie Dr of Plisicke and [p. 209] one of the fellowes of the same Colledge deceased, on the other part, for and concerning the building appointed by the last will of the said Stephen Perse to be made and builded in the same Colledge.

First the said John Atkinson for the consideration hereafter expressed doth covenaut promise and agree for him his heyres executours and administratours to and with the said Martin Perse his executours and administratours that he the said John his workemen servants or assignes shall and will at and before the feast of All Saints next ensuing the day of the date of these presents, at their owne proper costs and charges, well substantially sufficiently and workemanlike erect and build and fully finish in a place thereunto appointed or assigned within the said Colledge, and in such sort as more particularly hereafter is expressed, upon foundations digged to the ferme grounds and walls sufficiently rammed, one building threescore and three foote in length of three stories in height, with garretts or excelses in the top of the rooffe, every of the three stories to be nine foote in height between the floores and seelings, the lower storie to be eighteene foote wide within the walls and to be parted into three like chambers, everie chamber to have three convenient studies apeice; the next story to be nineteene foote wide within the walls and to

be parted into three equall or like chambers, with one convenient studdie in every chamber; and the third story to be nineteene foote wide within the walls and to be parted into three like chambers, everie chamber to have one convenient studdie; and the garretts or excelses to be parted into three like chambers with two convenient studdies in everie chamber, with fitting and convenient stayres of oken planckes to leade conveniently to everie of the said chambers. And that the outward walls of the said building shall be of bricke on the outside filled or layed with white stone, all the corners thereof sett with coynes of free stone, the same walls to be of the thicknesse of three bricks and halfe in length, conteyning two foote and tenne inches under the water table, the same water table to lye three foote or more above the ground and to be of freestone chamford foure inches and halfe thicke, and from the water table to the middle floore in thicknesse the length of three bricke conteyning two foote and halfe. And from the middle floore to the wall plates in thicknesse the length of two bricke and halfe conteyning two foote; the west end of the said building to be made gablewise with crests and some comely finiall finishing of free stone, and all the walls on the inside to be cast over with lime and haire, and that there shall be conveniently placed in every of the nine lower chambers one chimney with chimney peices and borders of white stone cleane and handsomely wrought, the shafts of the same chimneys to be brought up arriswise five foote above the levill of the ridge of the roofe of the building; and that there shall [p. 210] be in the said building fitly placed two dore steeds with free stone james and white stone heads and cornises and kneelers over the same of free stone, and one place bordered with free stone over the dore in the midst, there to place the Founders armes; and convenient windowes in the three lower stories everie light to be eightene inches wide and in breadth the first storic three foot eight inches, in the second storic foure foote, and in the third three foote and two inches, with free stone soyles six inches thicke and ten inches broad, the james and minions to be of white stone with hance heads also of white stone, and cornises and kneelers over everie window

of free stone, and in the first and second stories with arches of brick turned over everie window; and in the third storie with gable ends and crests and finialls of free stone; and nine windowes of timber with one light apeice in the garrets or excelses, of oken timber, with roofes of timber over the same, the whole number of lights in the whole building to be seaventie two, and to have one iron barre 3 quarters of an inch square and strongly placed and fastned in the midst of everie of the same lights; and that there shall be thirtie double casements of iron well and cleane wrought fitly and strongly placed and fastened in the windowes of the three stories, and nine single casements of iron in the windowes of the garrets or excelses, and all the same lights and casements shall be well and sufficiently glazed with good Burgundie glasse, in small quarries well leaded sodered and sufficiently set into the same windowes and bound to the barres. And that all the said severall chambers shall be floared with good sufficient and seasoned board of oake laid upon sufficient rests of oake timber, and the same for the ground floare and good and sufficient dormans and rests for the other three floares. And that all the partitions shall be made with good and sufficient groundsills posts girts punchions and studdes of oake timber, and the same and also all the studdies to be lathed with hard lath, and the foure partitions in the second and third stories and about the staires to be lathed on both sides with hart lath, and to be all upon the lathes cast over with lime and haire workemanlike. And that there shall be in the same building twelve outward dores of fir deale smoothed and well handsomely and sufficiently made and fitted to the doresteeds, and hanged on good and sufficient hookes and hingells, with a good and sufficient locke and key to every of the same dores, and one and twenty study doares of good seasoned oake boards smoothed and well and sufficiently made and fitted to the dooresteed and hanged on sufficient hookes and hingells. And that the rooffe of the same building [p. 211] shall be of sufficient oake timber with seaven paire of good and sufficient principall sparres, double purlinges and wimbeames, and to stand on wall platts of oake six inches thicke and nine inches broad, and shall be covered with good tile laid

with morter upon hart lath. And that all the said chambers and studdies in the three stories and in the garretts or excelses shall be well and workemanlike sealed with lime and haire laid on reed, well fastned with hart lath unto the timber of the said building. And the said John Atkinson for him his executours and administratours doth further covenaut promise and agree with the said Martin Perse his executours and administratours, by these presents, that he the said John his executours administratours or assignes shall and will at his and their owne proper costs and charges finde provide and have ready for the said worke and building all the timber freestone white stone bricke and tile, the same bricke and tyle to be good and well burned, lime sand haire boards lath glasse lead and iron worke lockes keyes nailes reed and all other materialls and things whatsoever requisite for the making and full finishing of the said building and worke.

And for the same building so to be made and finished the said Martin Perse for him his heyres executours and administratours doth covenaut promise and grant to and with the said John Atkinson his executours and administratours by these presents that he the said Martin Perse his executours or administratours shall and will well and truely content and pay, or cause to be contented and paid, to the said John Atkinson his executours administratours or assignes, the summe of five hundred pounds of lawfull money of England, at the now dwelling house of the said Martyn Perse in Cambridge above-said in manner and forme following; (that is to say) at the ensealing and deliverie of these presents one hundred pounds, on the twentieth day of May next ensuing one hundred pounds more, and the first day of August next one hundred pounds more, and the tenth of September one hundred pounds more, and the first of November one hundred pounds residue in full payment of the said summe of five hundred pounds. En witness whereof the parties abovesaid to these presents have put to their hands and seales the day and yeare first above written.

Sealed and delivered in the presence of

Thomas Ellwyn	} Ric. Robinson secretarius.
John Wiseman	

Noverint universi per presentes me Johannem Atkinson de Cantabrigia in comitatu Cantabrigiæ yeoman teneri et firmiter obligari Martino Perse de eadem villa et comitatu, armigero, in sexcentis libris bonæ et legalis monetæ Angliæ solvendis eidem Martino aut suo certo attornato executoribus [p. 212] administratoribus vel assignatis suis: ad quam quidem solucionem bene et fideliter faciendam obligo me hæredes executores et administratores meos firmiter per presentes sigillo meo sigillatas. Datum decimo sexto die Martii anno Regni Domini nostri Jacobi Dei gratia Angliæ Franciæ et Hiberniæ regis fidei defensoris, etc., decimo quinto, et Scotiæ quinquagesimo, anno Domini 1617.

Sigillatum subscriptum et traditum in presentia

Thomas Elwyn.

John Wiseman.

Ric. Robinson, Scr.

The Condition of this obligacion is such that if the within bounden John Atkinson his heyres executours administratours and assignes and everie of them shall well and truely observe performe fulfill and keep all such covenantes promises and agreements as on his and their parts are to be observed performed fulfilled and kept, specified and conteyned in certaine articles of agreement bearing date with these presents, concerning the new building of a new building in Gonville and Caius Colledge in the Universitie of Cambridge, according to the good intent and true meaning of the said articles and of these presents, that then this obligacion to be void and of none effect or els to stand in full force and effect.

Anno 1618

Quo tempore operarii ædificium Perseanum moliuntur eodem Martinus Perse, sæpe nominandus executor, alia duo extrui curavit in parochia Sancti Edwardi, unum ad publicæ Scholæ usum, alterum ad subventionem pauperum ptocotrophium Doctoris Perse vulgo insignitum; interim dum ista procedunt opera, cogitat dictus Martinus quomodo secundum voluntatem testatoris fiat provisio sociorum et scholarium, ac proinde per

litteras suas nominavit et statuit hos primos fore socios, viz., Franciscum Hobman Londinensem, Edmundum Michells Norwicensem, Robertum King Norfolciensem, Edwardum Nicols Cantianum, magistros artium, et Johannem et Nathanielem Cradocke, artium baccalaureos, hunc Cantabrigiæ natum, illum Nottinghamensem ex opido Newarke; scholares vero primos statuit Gulielmum Jones Suffolciensem, Thomam Abbat de Catlidge Cantabrigiensem, Stephanum May, Edwardum Burrough, Thomam Elwin, Gulielmum Jenkinson, Norfolcienses, qui omnes tum socii tum scholares, a Custode Doctore [p. 213] Branthwaite et sociis (ad quos approbandi jus spectabat) in designatos locos recepti sunt; et in computo a festo Sancti Michaelis 1618, magistri Blankes et Michels per consensum Custodis et majoris partis sociorum electi sunt prælectores tertiæ et ultimæ classis, ita ut fruantur stipendio Doctoris Perse, ut patet in actis illius computi. Hi primi prælectores erant stipendiarii, antea provisio lectorum ad dictas classes incumbere decanis.

Prima solutio stipendiorum ad dictos socios scholares etc. sustentandos facta fuit sexto Junii 1618, Roberto Wells bur-sario Collegii, per dictum Martinum executorem e propriis nummis (nondum enim facta erat provisio reddituum ex ullis terris exeuntium): summa persoluta erat 60^{li} 19^s quarum distributio ad peculiare usus suos in libro computi Doctoris Perse clare constat. De ludimagistro et hypodidascolo quære in hoc tempore suis muneribus designati fuerant.

Januarii octavo (ut testantur Acta Collegii in computo a festo Sancti Michaelis hujus anni) concessum est magistro Roberts, de Lynn, ut ex tenemento quod per copiam tenet excindat arbores assignandas in proxima curia tenenda apud Roughnton per Custodem et socios. Hic ipse Alexander Roberts Sacræ Theologiæ baccalaureus, et hujus Collegii olim socius, tunc temporis vigilantissimus erat pastor Lynn sive Lenna Regis, vir spectatæ tum probitatis tum eruditionis. Sacræ Theologiæ studiis medicinam adjunxit; peritiam ita et animis et corporibus gregis suæ optime consuluit. Scriptis aliquot editis famam suam commendavit posteris viz.: De septem ultimis verbis Christi morientis: Expositione pia et valde

consolatoria in Psalmum 130; et tractatu de sagis veneficis. Quæ omnia scripsit Anglice. Extat quoque (sed manu exarata) disputatio ejus in publicis Comitiiis Cantebrigiæ 1592 habita, qua nervose et solide asseruit has Theses viz. In omni bono opere peccatur; et, Sancti mortui non sunt intercessionis mediatores. Tandem multis exanelatis laboribus pius senex Linna Regis placide in Domino obdormivit.

Jan. 15, 1618. Decretum est ut vetera ædificia ad orientalem plagam Collegii spectantia juxta portam Humilitatis, demolirentur, et in eodem loco nova extruerentur, ædificio Perseano nuper condito conjungenda; huic decreto consentientibus Custode Dr Branthwaite et sociis Doctore Gostling, Doctore Wells, Magistris Stokis, Batchcroft, Husband, Naylor, Kidman, Wale, Weatherel, Allen, Randolph, et Cooke. Longitudo ædificii de qua convenerat inter Collegium et architectum erat 92 pedes. Fabrica et structura, item summa persolvenda, et tempora solutionum, ex scripto indentato inter Collegium et Johannem Atkinson peti possint.

Decreti tenor hic est.

[p. 214] Anno Domini 1618 in loco Capitulari Collegii de Gonville et Caius decimo quinto die mensis Januarii per consensum Custodis, et majoris partis Sociorum, ita decretum est: ut tenementa antiqua juxta portam Humilitatis diruerentur et in eorum loco novum erigeretur ædificium Collegio deinceps adjungendum, ea structura et conditionibus quæ postea sequuntur.

Primo, ut duodecim distincta fiant cubicula supra quatuor distinctas areas et infra quatuor excelsa distincta.

Secundo, ut jus assignandi cubicula predicta, pro communi jure Custodis et sociorum in predictis tenementis, ita distribuatur; ut Custos peculiariter sibi habeat jus assignandi tria cubicula cum excelsis continua serie erecta, eaque ita conjuncta primus eligat ubi placuerit in toto ædificio; ut novem reliqua cubicula cum tribus excelsis inter duodecim socios antiquæ foundationis ita distribuantur, ut singuli socii et eorundem successores secundum senioritatem suam singula cubicula aut excelsa sibi habeant, quæ scholasticis aut pensionariis pro placito assignent; proviso semper quod pensiones cubiculorum per consensum

Custodis et sociorum imponendæ debitis temporibus solvantur, ex quibus redditus antiquus reponetur in cista communi, reliquum Custodi et sociis remanebit.

Ulterius, in eodem capitulo decretum est ut Johannes Atkinson curam hujus ædificii perficiendi in se susciperet, et pretium reciperet a Collegio sexcentas sexaginta libras solvendas temporibus per Collegium assignandis, et ligna preterea, et lateres et rudera veterum tenementorum; ita tamen ut Collegio syngrapham competentem cum præde exhibeat ut totum hoc ædificium constituto tempore perficiatur, eaque forma et structura et materia sufficienti secundum indenturas deinceps inter predictum Johannem Atkinson et collegium conficiendas, in quibus conditiones hujus operis exprimentur.

Item, ut in illa structura monumentum aliquod fiat in memoriam Doctoris Legge, et ut huic decreto Custos et socii subscribant antequam nummi ex ærario desumantur.

Custos jussit ut nomen ejus
subscriberetur in presentia

Thomæ Weatherel,
Ægidii Sandford.

Guliel. Branthwaite

Joh. Gostlin

Robt. Wells

Thomas Bachcroft

Ch. Husband

Tho. Kidman

Math. Stokys

Tho. Weatherell

Tho. Wake

John Allen

Thomas Randolph

Tho. Cooke.

[p. 215] Quod penultima clausula cautum est monumento in memoriam Doctoris Legge hactenus non est praestitum, cum tamen (ut supra memoratur, ad annum 1607) 600^{li} ex donatione Doctoris Legge cistæ communi e manerio de Mortimers accrescentes, in hunc usum Collegio erogarit. Sed speramus quod pia benefactoris memoria nunquam Collegio excidet; id ne fiat optamus (prout decreto cavetur) monumentum aliquod statui, quod omnibus pateat et posteris testatum faciat nos nec immemores fuisse beneficii nec ingratos.

Jan. 18^o 1618. **Articles** of Agreement indented had and made betweene the right worshipful William Branthwaite Doctor of Divinity Master of Gonvile and Caius Colledge in Cambridge and the fellowes of the said Colledge on the one part, and John Atkinson of the same towne and Countie yeoman on the other part, the eighteenth day of January in the sixteenth yeare of the reigne of our Soveraigne Lord James by the Grace of God of England France and Ireland King, defender of the Faith, &c., and of Scotland the liind concerning a range of building to be erected and sett up in Gonvile and Caius College aforesaid.

Imprimis the said John Atkinson for the consideration hereafter expressed doth covenaut promise and agree for himselfe his heyres executours and administratours to and with the said Master and fellowes of Gonvile and Caius Colledge aforesaid and their successours, by these presents, that he the said John his workemen servants and assignes shall and will, at or before the feast of All Saints next ensuing the day of the date of these presents, at his and their owne proper costs and charges, well substantially sufficiently and workemanlike erect build and fully finish in a place within the said Colledge thereunto appointed, and in such sort as is more particularly expressed, uppon foundations digged to the firme ground and walled, to be well and sufficiently rammed, one building of ninety two foote in length; to be three storyes in height with garretts or excelses in the topp of the rooffe, two of the storyes to be nine foote between the floore and the sealing, and the halfe story to be eight foote and a halfe; the lower story to be eighteene foote wide within the walls, and to be parted into foure chambers, every chamber to have three convenient studdies apeice; the [p. 216] next story to be nineteene foote wide within the walls and to be equally divided into foure chambers likewise, with two convenient studyes apeice; and the halfe story to be equally divided into four chambers, and to have two studdies apeice; and the garretts to be parted into foure roomes and to have two studdies apeice, with fitting and convenient staires of oken planks, to leade conveniently to every of the same chambers; and that the outward walls of the same building

shall bee of bricke filled or layd with white stone within, all the corners thereof to be sett with coynes of free stone, the same walls to be of the thicknesse of three bricks and a halfe which conteyneth two foote and tenn inches under the water table, the same water table to lie three foote or more above the ground and to be of free stone chamfored foure inches and a halfe thicke; and from the water table to the middle floore the length of three bricke which conteynes two foote and a halfe; and from the middle floore to the wall platts two bricks and a halfe in length which conteyneth two foote in thicknesse; both the gable ends of the same building to be made gablewise with cresses and some comely finishing of freestone, and all the walls on the inside to be cast over with lime and hayre, and that there shall be placed in every of the twelve chambers one chimney with chimney peices and borders of white stone cleane and handsomely wrought, the shafts of the same chimneys to be brought up cantwise a convenient height above the levill of the ridge of the roofe of the house or building, and that there shall be placed two convenient doore stedds with freestone jawmes and whitestone heads with whelmers and kneelers over the same of freestone, and convenient windowes in the three low storyes, every light to be eighteen inches wide, the first to be three foot eight inches in height, the second story foure foote and the third three foote two inches high, with freestone soyles six inches thicke and ten inches broade, the jawmes and munions to be of whitestone with hance heads also of whitestone, with kneelers and whelmers over every window of freestone, and in the first and second story with arches of bricke turned [p. 217] over every window; and in the halfe story with gable ends with crests and finialls of freestone and twelve windowes of timber of two lights apeice in the garretts or excelses, and every light in the second and halfe story to have one barre of iron of three quarters of an inch square strongly and fitly placed and fastned in the midst of every of the same lights, and in the lowest story to have two barres of iron in every light well placed and fastned, and every studdie window to have an iron casement of two foote long and every chamber two casements, besides the studdies of the same length for

through light and ayre, and all the same lights to be well and sufficiently glazed with good Burgundy glasse in small quarries well leaded sodred cemented and sufficiently sett into the same windowes and bound to the barres; and that all the said chambers shall be floored with good sufficient and well seasoned boards of oake layd upon sufficient jeists of oake timber for the ground floores, and good and sufficient dormans and jeists for the other three floores; and that all the partitions shall be made with good and sufficient groundsell posts girts puncheons and studdes of oake timber, and the same and all the studdies to be lathed with hart lathes, and the nine partitions in the second and halfe story and about the staires to be lathed on both sides with hart lath, and to be all plaistred over with lime and hayre workemanlike, and all the outward dores to be made of furdeale cleanly and well wrought, and a sufficient locke and key for every of the outward dores, and also to make a good and sufficient dore for every studdy, to be fitted to the dorested and hanged on sufficient hookes and hinges; and that the rooffe of the same building shall be of sufficient oake timber, with so many principall sparres as can be conveniently placed, with strong purloynes and windbeames, and to stand upon wallplatts of oake six inches thicke and tenn inches broad, and shall be covered with good tiles laid with mortar upon hart lathes, and that all the said chambers and studdies in all the storys and the excelses of the said building shall be well and workemanlike sealed with lime and haire laid upon reed well fastned with hart lathes unto the timber of the said building. **And further** the said John for him his heyres executours and administratours doth covenaut to make the side [p. 218] of the building next the street with battlements after the order of St Johns new Court, with gutters and spouts of lead to be well sothered and workmanlike done, And that the street side of the said building shall have in every of the foure chambers in the lower story one three light window and two single light windowes, and so in proportion and order in every story of the said building, and every chamber on the court side of the said building shall have so many windowes and of the same order that Dr Perse his building hath. And also the said

John Atkinson for him his heyres executours and administratours promiseth to levell the courte so as the water may fall into the lane, and to pave it round about by the sides eight foot broad with peble, and to leave a pompe in the courte and to be comely covered by him like the pompe in Gonville Courte. **And** the said John Atkinson doth covenante and promise for himselfe his executours and administratours or assignes that they shall and will at his and their owne proper costs and charges finde provide and have ready for the said workemen and building all the timber freestone whitestone bricke and tyles, the same to be good and well burned, lime, sand, hayre boards, lath, glasse, lead and iron worke, with lockes and keyes (the studdie dores excepted), and all other materialls whatsoever requisite for the making and full finishing of the said building and worke. **And** for the same building so to be made and finished the said Master and Fellowes for themselves and their successours doe covenaut promise and grant to and with the said John Atkinson his executours and administratours that they the said Master and fellowes or their successours shall and will well and truely content and pay or cause to be well and truely contented and paid to the said John Atkinson his executours or assignes the summe of six hundred and threescore pounds of currant money of England in manner and forme following, viz. at the ensealing of these presents foure hundred pounds of currant money, and in and upon the foure and twentieth day of June next ensuing one hundred and threescore pounds, and upon the nine and twentieth day of September next ensuing the date hereof one hundred pounds in full payment of the said six hundred and threescore pounds. **And** the said Master and fellowes doe further covenaut and agree that the said John Atkinson in consideration of the performance of the said premisses shall and may have and take downe, after such time as the said Master and fellowes shall and can conveniently remoove the schollers and tenants there abiding, and use all the old buildings either on the street [p. 219] side or in the Court where this new building is to stand, to his proper use commoditie and behoofe with all the appurtenaunces, viz., wood, timber, stone, bricke, glasse,

iron, tiles, casements, and clay, and whatsoever he can finde within the said courte where the foresaid building shall stand, to have and enjoye the same for him his executours and administratours for ever. *In witness* whereof as well the said Master and fellowes their common seale, as the said John Atkinson his seale, to these articles indented interchangeably have putt, the day and yeare first above written.

Æstimatio cubiculorum in Annalibus ad annum 1569 omissa, hic e libro matriculationis pag. 206 non incommode restitui et reponi potest. (These articles being heere left out, are to be placed. *Quære*, whether nott commodiously to be placed in 1619.)

Custos Dr Branthwaite ex sputo sanguinis contracta phthisi languebat; et ut sanitati suæ consulere subducens se Collegii et Academiæ negotiis (erat enim hoc anno Procancellarius Universitatis) rus se recepit, ubi ingravescente morbo, 14 Februarii 1618, apud Badlingham juxta Novum Forum, vulgo Newmarket, circa mediam noctem placide expiravit, et brevi post corpus ejus in sacello Collegii tumulandum delatum erat, ubi in media area inter monumenta Caii et Leggi conditus, requiescit. Vir hic venerabilis, ortu Norwicensis, primo erat alumnus Aulæ Clarensis, postea socius a prima fundatione Collegii Emanuelis, unde ad præfecturam hujus Collegii per Cancellarium Academiæ promotus est, ut supra dictum est, ad annum 1607; vir sane erat pius, apprime doctus, et ad regimen Collegii capessendum satis idoneus; hoc tantum ei deerat quominus habeatur Custos consummatissimus, quod non novit artem componendi dissidia, quæ ut supra diximus Collegium vexabant. Quo tempore præfuit, status Collegii erat florentissimus, viro enim pio et docto qui ad eruditionem et pietatem anhelabant cordi erant, ejusque provida cura Collegio accessit novorum reddituum magnum incrementum, ut ex libris computorum liquido constat. Quanta erat viri æstimatio ob eruditionem hinc apparet; quod per regiam majestatem ad novam versionem Sacrorum Biblicorum una cum viris per totam Angliam selectissimis designatus erat, sed hoc censemus præ cæteris, ei laudi ducendum, quod quamvis tantæ et tam recentes lites inter eum

et socios intercesserant, is tamen earum oblitus summa cum charitate omnes amplexus est, et in subsidium bonarum literarum per ultimum testamentum legavit Collegio libros suos pene omnes, æstimatos 230^{li} valere; item scholarius quatuor singulis 5^{li} annuatim in stipendium, quadraginta solidos cistæ [p. 220] communi, 4^{li} ad diem suum anniversarium celebrandum, et poculum argenteum deauratum valoris 12^{li}, quæ omnia legata per executores ejus fideliter præstita sunt, ut suis temporibus postea patebit.

Quæ ex ejus testamento huc spectant hic recensuimus.

In the name of God I William Branthwaite Dr of Divinitie and Master of the Colledge of Gonvile and Caius in the Universitie of Cambridge, being of perfect memorie and understanding, the five and twentieth day of January in the yeare of the Incarnation of our Lord and Saviour one thousand six hundred and eighteene, doe make and ordeyne this my last will and testament, in manner and forme following. Item for the founding and establishing of foure schollerships of my foundation in Gonvile and Caius Colledge, and of two other like schollerships of my foundation in Emmanuel Colledge, in the same Universitie of Cambridge, I will that my executours hereafter named or one of them so soone as conveniently they can, and within two yeares after my decease, if it may be, shall purchase and after convey and assure or cause to be conveyed and assured to the Master or keeper and fellowes of Gonvile and Caius Colledge founded in the honour of the Annunciation of blessed Mary the virgine in the Universitie of Cambridge, and to their successours, lands and tenements such as shall be convenient and fitt to be assured to the said Colledge, of the cleare yearly value of two and twenty pounds above all charges and reprizes. And to the Master fellowes and schollers of Emmanuel Colledg in the said Universitie of Cambridge and to their successours, other lands and tenements such as shall be convenient and fitt to be assured to the said Colledge, of the cleare yearly value of cleaven pounds six shillings eight pence above all charges and reprizes; And the said Master or keeper and fellowes of Gonvile and Caius Colledge and their successours

with twenty pounds yearely, parcell of the said two and twenty pounds, shall mainteyne the said foure schollershipps of my foundation in the said Colledge, and from time to time elect and choose to the same foure schollers according to the [p. 221] statutes of the said Colledge, and pay and allow to each of the said foure schollers, so to be elected and chosen to the said schollershipps, five pounds apeice yearely. And the said Master, fellowes, and schollers of Emmanuel Colledge, and their successours, with tenn pounds yearely, parcell of the said eleven pounds six shillings eight pence, shall mainteyne the said two schollershipps of my foundation in the said Colledge, and from time to time elect and choose the same two schollers according to the statutes of the said Colledge, and pay and allow to either of the said two schollers so to be elected and chosen to the said scholarshipps, five pounds apeice yearely. I doe further will and give unto Gonvile and Caius Colledge a silver tankerd pott gilt, with my armes on it, to be made altogether like that which my nephewes Richard Branthwayte and William Webb did give unto the said Colledge. For my books such as shall be fitt for a library I doe give to Gonvile and Caius Colledge, which I will have carefully reserved in the Library of the said Colledge and no wayes sold, alienated or changed; and a register to be made of them, and kept in the treasure. For other bookes such as my executours shall not thinke fitt to be reserved in the library, I leave to the said executours to be sold or disposed as occasion shall serve, my meaning being that all which are any way fitt for a library shall be given to the said Gonvile and Caius Colledge; and I will that the leaves of all the said bookes shall be cast into one convenient colour, the charges thereof to be deducted out of my estate or out of such bookes as shall be thought fitting to be sold, and I desire another register of the said bookes given by mee to Gonvile and Caius Colledge to be kept in Emmanuel Colledge Treasure. Concerning the library of Gonvile and Caius Colledge, and according to the trust by mee in them reposed, I will and ordeine that Thomas Weatherell and Giles Sandford and their heyres shall pay foure pounds thirteene shillings four pence by them to be received, in manner

and forme following, (that is to say) foure pounds to Gonvile and Caius Colledge, whereof three pounds to be bestowed in a feast upon the superintendents of my library and the Master and fellowes; and twenty shillings upon the schollers yearly, upon the day of my death, or within foure dayes after, and the other thirteene shilling and foure pence to the said Colledge, [p. 222] to be paid to my superintendents, to each of them six shillings eight pence upon the said day, which superintendents I name the Master of Emmanuel College and the Provost of Kings and their successours for ever, whom I desire to see that the books by mee given to the Library of Gonvile and Caius Colledge be remaining there perpetually, and if they find great negligence first to admonish the Master and fellowes to restore the books, and then if within a yeare after the first admonition they be not compleatly restored the remainder to fall to Emmanuel Colledge until there be full reformation. Likewise I ordeine that my executours or one of them shall purchase land of the yearly value of foure pounds thirteene shillings and four pence above all reprises, and by lawfull conveyance shall assure it to the Master and fellowes of Gonvile and Caius Colledge for the uses immediately above named within some convenient time, and then the forenamed yearly rent of foure pounds thirteene shillings and foure pence before devised to the said Thomas Weatherell and Giles Sandford shall be utterly void. And I doe further ordeyne and appoint or rather desire that the Master of Gonvile and Caius Colledge with the Provost of Kings College shall yearly either upon the forenamed feast day or within two dayes after repaire to Emmanuel Colledge and take a view of the bookes the plate and the schollers of my foundation, which schollers I appoint shall be invited yearly at the aforesaid feast, and have convenient provision in the Hall and 12^d apeice, and if Emmanuel Colledge shall be defective in mainteyning my said foundation, which I hope they will not, then, a yeare after the first admonition by the aforesaid superintendents, I will and ordeyne that the lands and profitts thereof shall goe to Gonvile and Caius Colledge untill there be reformation. And for the better surveying the bookes, I appoint 3 registers to be made

with the names of all the books given by me to Gonville and Caius Colledge and Emmanuel Colledge written therein. And the Masters of Kings Colledge Caius Colledge and Emmanuel Colledge each of them to have one dated this five and twentieth of January, in the yeare of our Lord one thousand six hundred, and eighteene.

Probatum fuit hujusmodi retrospectum testamenti venerabilis viri Magistri Guil. Branthwaite Sacræ Theologiæ Professoris, Magistri sive Custodis Collegii Gonvil et Caii infra [p. 223] Universitatem Cantebrigiæ &c.

Fama certo accepta de morte Doctoris Branthwaite, socii 16^{to} Feb. in sacello convenerunt, deliberaturi de Custode novo eligendo, ubi perlectis regni et Collegii statutis per scrutinium eligerunt in locum Custodis defuncti dignissimum virum Johannem Gostlin, Doctorem in medicina, et tunc temporis Collegii socium. Statim post hunc conventum habitum et dismissum, Dr Richardson Collegii Trinitatis prefectus literas attulit regias, in hanc formam sequentem.

James R.

Trustie and welbeloved, wee greete you well, whereas we understand that Dr Branthwaite Master of your house is dangerously sicke, and not likely in any mans judgement to recover, wee have thought fitt out of our gracious care, not onely of the College, whereof yee are fellowes, but also of our whole Universitie, to commend unto you in case your said Master shall depart this life, the choise of such a one unto his place, as shall be sound and untainted in Religion, as you will be answereable therein unto us, and if you shall make election of a divine eligible by your statutes rather then of one of any other profession as wee doubt not but yee shall thereby make the best provision of the government of the house, so wee assure you ye shall doe that which will be most acceptable unto us in that point.

Given at our Court at Newmarkett the 21st day of January 1618.

Fertur has literas fuisse scriptas in favorem Doctoris Bing Sacræ Theologiæ Doctoris et Hebraicæ linguæ Professoris.

Proximo die viz. 17^o Februarii socii denuo ad consultandum

convenērunt, ubi perlectis literis regiis, quæ liberam electionem Custodis secundum statuta societati relinquebant, rursus lectis regni et collegii statutis quæ ad electionem Custodis spectabant, iterarunt scrutinium, et cum nullus esset socius Doctor in Sacra Theologia, unanimi consensu eundem Johannem Gostlin denuo Custodem eligerunt, et quam primum sic electum Regi per literas commendarunt, qui summa cum gratia electionem approbavit.

Interim dum hæc in Collegio transiguntur, vacante Procancellariatu per mortem Doctoris Branthwaite, convenērunt prefecti Collegiorum ad alium in ejus locum subrogandum, eorumque punctis ad illud munus subeundum notati fuerunt Dr Walsall Prefectus Collegii Corporis Christi, S. Theologiæ Doctor, et hic noster Doctor Gostlin, quem major pars regentium et non regentium per sua suffragia in locum Procancellarius vacantem substituerunt; ita Gostlinus simul Collegii et Academiæ regimen feliciter capessit.

[p. 224] Postea per literas suas socii Gostlinum electum sic ut statuta requirunt honoratissimo Academiæ Cancellario præsentarunt, qui, literis rescriptis, electionem comprobavit, quarum exemplar insequitur.

After my hearty commendations, I have received your letters signifieng your election of Mr Dr Gostlin to be the Custos of that house in the roome of Dr Branthwaite lately deceased. I doe assure myselfe he is a worthy and discreete man and everie way fitt for the place yee have chosen him in. And therefore I doe give my allowance and approbation of him according to your desire, and his good deserving; and so with my good wishes unto you all I remaine

Your verie loving freind and Chancellour
Suffolke.

Suffolke House
Feb. 23. 1618.

Vicessimo sexto Februarii Johannes Gostlin predictus admissus est Custos hujus Collegii per Doctorem Wells in præsentia sociorum Magistri Bachcroft, Magistri Husband, Magistri Kidman, Magistri Wake, Magistri Weatherell, Magistri Randolph, Magistri Cooke.

Sexto Martii concessum est quarto seniori socio ut ministrum habeat in mensa communi in adiumentum reliquorum ministrorum propter auctum jam numerum sociorum; non de jure aliquo quod vindicare sibi possit, sed permissione tantum ad bene placitum Custodis et sociorum.

Hoc eodem die et anno Martinus Perse solus executor ultimi testamenti Doctoris Perse quo satisfiat Collegio de legatis manerium suum de Frating in comitatu Essexiæ cum terris et redditibus eo pertinentibus, ad usus in predicto testamento statutos, vendidit dedit tradidit etc, quibusdam feoffatis, viz. Roberto Wells Medicinæ doctore, Thomæ Bachcroft, Christo-phero Husband, Olivero Naylour, Thomæ Kidman, et Thomæ Wake, artium magistris. Quæ omnia ex verbis ipsius Chartæ indentatæ infra scriptis latius patet.

This Indenture made the sixt day of March in the sixteenth yeare of the Reigne of our Sovereigne Lord James by the Grace of God King of England Fraunce and Ireland, [p. 225] Defender of the Faith etc., and of Scotland the two and fiftieth, betweene Martine Perse of the Towne of Cambridge in the Countie of Cambridge, esquire, the sole administratour or executour of the last Will and testament of Stephen Perse late Dr of Physicke and one of the fellowes of the Colledge called or knowne by the name of Gonville and Caius Colledg in the Universitie of Cambridge, deceased, on the one part, and Robert Wells Dr of Physicke, Thomas Batchcroft Mr of arts, Christopher Husband Master of arts, Oliver Naylour Mr of Arts, Thomas Kidman Mr of Arts, and Thomas Wake Mr of Arts, fellowes of the said Colledg on the other part, *witneseth* that whereas the said Stephen Perse by his last Will and testament in writing bearing date the twenty seaventh day of September in the yeare of our Lord God one thousand six hundred and fifteen, and in the thirteenth yeare of the Reigne of our Sovereingne Lord King James, amongst divers other things did give and bequeath to the Corporation of the cittie of Norwich two thousand pounds, to the Corporation of the towne of Cambridge one thousand pounds, to the Corporation of the towne of St Edmunds Burie

in the Countie of Suffolke one thousand pounds, and to the Corporation of the towne or borough of Kings Lynn in the Countie of Norfolke one thousand pounds, upon certaine conditions in the said last will specified, and to the intent thereout to raise yearly for ever two hundred and fifty pounds to be employed for the maintenance of severall good uses in the said Colledge and elsewhere in the said last will particularly expressed, with provisoe that if anie inconvenience were or should be seene into by the executours aforenamed and the supervisours of his will whom he did appoint to be the Master and fellowes of the said Colledge, that the said two hundred and fiftie pounds per annum should not be verie sufficiently assured to continue in perpetuity, then he willed that land should be purchased with the same five thousand pounds or so much thereof as securitie should not be given in for, by the same corporations to raise or make a revenew of two hundred and fifty pounds per annum over and above all reprises, to be taken in mortmaine or to such uses unto Feoffes as in and by the last will and testament bearing date as aforesaid more [p. 226] fully doth and may appeare; which said severall summes amounting to five thousand pounds have beene offered and ready to be paid to the said severall corporations respectively according to the said last will, and in default of acceptance of the severall legacies given to the said cittie and the other corporations, and in default of sufficient assurance made or likely to be made from the said cittie and corporations respectively to have continuance in perpetuitie according to the said will, the settling of the said uses according to the true meaning of the said last will is hindred and not performed. And hereupon great inconvenience being seene into by the executours and supervisours of the said will by the said Martin Perse having lately purchased the mannor of Frating and the lands tenements and hereditaments hereafter mencioned in the Countie of Essex, which are of the yearly revenue of two hundred and fifty pounds and above all reprises, of Sir Thomas Bendish barronett for the summe of five thousand pounds, and being desirous that all and every the good uses mencioned in the last will and testament of the said Stephen

Perse to be performed with the said yearly revenue of two hundred and fifty pounds may be settled and established with convenient speed to have continuance for ever according to the true intent of the said last will, ~~It is~~ resolved and thought meet and agreeable to the true intent of the said last will that the said mannour and the lands tenements and hereditaments hereafter in these presents mencioned shall be assured and conveyed unto the said Robert Wells, Thomas Batchcroft, Christofer Husband, Olyver Naylor, Thomas Kidman, and Thomas Wake, and their heyres, upon speciall confidence and trust that the same feoffes and the survivours and survivour of them and the heyres of the survivours or survivour of them shall permitt and suffer the said Master and fellowes of Gonvile and Caius Colledge aforesaid and their successours to receive and take all and singular the rents issues and profits of the said mannour lands tenements and hereditaments hereafter in these presents particularly mencioned to be purchased of the said Sir Thomas Bendish, and the same to dispose to the maintenance and performance of all and every the good [p. 227] uses expressed in the last will and testament of the said Stephen Perse, to be performed with the said yearly revenue of two hundred and fifty pounds, and hereafter at such time as to the same Master and fellowes of the said Colledge shall seeme fitt to convey and assure the said Mannour lands tenements and hereditaments to the said Master and fellowes and their successours for ever, that they therwith maie continue for ever the performance of all and everie the same good uses according to the true intent and meaning of the said last will and testament of the said Steven Perse. ~~Now~~ ~~therefore~~ the said Martine Perse to the onelie intent and purpose that all and everie the said good uses mencioned and expressed in the said last will and testament of the said Stephen Perse to be performed with the said yearly revenue of two hundred and fifty Pounds may be for ever hereafter well and duly performed according to the true intent of the said last will and testament, for and in consideration of the summe of five pounds of lawfull money of England, betweene the said parties to these presents agreed, and to him the said Martine Perse, to the

onellie intent and purpose thatt all and everie the said good uses mencioned and expressed in the said last will and testament of the said Stephen Perse to be performed with the said yearly revenue of two hundred and fifty pounds may be for ever hereafter well and duly performed according to the true intent of the said last will and testament, for and in consideration of the summe of five pounds of lawfull money of England betweene the said parties to these presents agreed, and to him the said Martine Perse in hand before the sealing and deliverie of these presents by the said Robert Wells, Thomas Batchcroft, Christopher Husband, Oliver Nailor, Thomas Kidman, and Thomas Wake, well and truelie paid, the receipt whereof these presents effectuellie testifie, hath bargained sold granted enffeooffed and confirmed, and by these presents doth bargain and sell graunt enffeooffe and confirme, to the said Robert Wells, Thomas Bachcroft, Christopher Husband, Oliver Nailor, Thomas Kidman, and Thomas Wake, all that the mannor of Frating commonlie called Frating Hall, with all and everie the rights members and appurtenaunces in the countie of Essex, and all messuages houses dovehouses gardens orchards lands tenements meadowes pastures feedings woods underwoods heathes furies moores rents customes services courts liberties franchizes profits commodities and hereditaments whatsoever to the said mannor belonging or aniewise appurteyning, or part parcell or member thereof being or being accounted accepted reputed demised used occupied or enjoyed as part parcell or member of the same, in Frating, Greate Bently, Litle Bently and Elmestead in the said countie of Essex, or elsewhere in the said countie, and also all that Messuage farme lands and tenements late the [p. 228] said Sir Thomas Bendishes in the tenure or occupacion of Thomas Higham esquire or his assignes, conteyning by estimacion two hundred thirty and three acres more or lesse with the appurtenaunces in Frating and Elmestead aforesaid, and Thoringtonne in the said countie of Essex, and also all that messuage tenement and farme with all the lands therewith demysed by the said Sir Thomas Bendish to Robert Dawkins, conteyning by estimacion fortie two acres more or lesse, with the appurtenaunces in Frating aforesaid, and also all that

messuage farme and lands late the said Sir Thomas Bendishes in the tenure of John Allen and his assignes, conteyning by estimacion a hundred twentie and eight acres more or lesse, with the appurtenaunces in Frating, Great Bently, Litle Bently, Elmsted and Thorington aforesaid, or anie of them, and alsoe all that messuage farme lands and tenements late the said Sir Thomas Bendishes in the tenure or occupacion of John Sommersom or his assignes, conteyning by estimacion fourscore and foure acres more or lesse, with the appurtenaunces in Elmsted aforesaid; and alsoe all that messuage farme lands and tenements late the said Sir Thomas Bendishes, conteyning by estimacion a hundred and threescore acres more or lesse, in the tenure and occupation of William Thoringtonne or his assignes, with the appurtenaunces in Greate Bently and Litle Bently aforesaid, and Bromley in the said countie of Essex, or anie of them, and also all that messuage or ferme lands or tenements late the said Sir Thomas Bendishes, conteyning by estimacion a hundred acres more or lesse, in the tenure or occupacion of Turner or his assignes with the appurtenaunces in Frating and Thoringtonne aforesaid, or either of them, and also all that messuage or farme lands and tenements late the said Thomas Bendishes conteyning by estimacion fifty five more or lesse in the tenure of Davy or his assignes, with the appurtenaunces or some other of the townes aforesaid, and also all that messuage farme lands and tenements late the said Sir Thomas Bendishes, conteyning by estimacion thirty foure acres more or lesse, in the tenure or occupacion of John Crosse or his assignes with the appurtenaunces in Greate Bently and Litle Bently in the said countie of Essex, or either of them, or elsewhere in the said countie of Essex, and also all those woodgrounds woods and underwoods conteyning by estimacion one hundred and twenty acres more or lesse after the accompt of the great hundred late in [p. 229] the tenure of the said Sir Thomas Bendish, with the appurtenaunces in Greate Bently, Litle Bently, Much Bromely, Litle Bromley and Frating aforesaid, or any of them, and also six and fourtie acres more or lesse of wood underwoods and woodground in Frating and other the townes

aforesaid, or some of them, the whole esteemed nine score six acres of woodground, and also all other messuages lands tenements meadowes pastures feedings woods underwoods and all other hereditaments whatsoever in Frating, Great Bently, Little Bently, Much Bromley, Little Bromley, Winninghoe, Thorington, Elmedest, Alesford alias Awford, or elsewhere in the said countie of Essex, bargained and sold or mencioned or intended to be bargained and sold by the said Thomas Bendish to the said Martine Perse in and by one indenture of bargain and sale bearing date the six and twentieth day of June last past before the date of these presents, together also with all sheepwalkes sheeppcourses libertie of fold and fouldages commones ways drifts passages liberties priviledges profitts commodities emolumentes and hereditaments whatsoever to the said mannor or messuages lands tenements hereditaments and premisses before mencioned, and to everie part and parcell of the same belonging or in any wise appurteyning, or with the same or any part thereof as part or parcell or member thereof, used occupied or enjoyed with their and everie of their appurtenaunces, and alsoe all deeds evidences charters court rolls accompts exemplifications of recoveryes and other records transcripts of fines terreares rentalls and all other escripts writings and muniments whatsoever onelie concerning the premisses or onelie concerning any part or parcell of the same, and the true coppies of all other charters and evidences which the said Martine Perse or anie to his use hath received of the said Thomas Bendish concerning the premisses or any part or parcell of the same, together with other lands and tenements, **To have and to hold** the said Mannor of Frating and all and singular other the messuages lands tenements liberties profitts hereditaments and premisses all the said charters deeds and evidences and coppies of deeds and evidencies before mencioned, to be bargained and sold with their and everie of their appurtenaunces to the said Robert Wells, Thomas Batchcroft, Christopher Husband, Oliver Naylour, Thomas Kidman, Thomas Wake, their heyres and assignes, to the onelie use and behoofe of the said Robert Wells, Thomas Batchcroft, Christoper Husband, Oliver Naylour, Thomas Kidman, and Thomas Wake, their heyres and assignes,

for ever of the cheife lord of the fee or fees thereof therewith to performe the trust reposed in them as aforesaid. [p. 230] And the said Martin Perse for him his heyres executours and administratours doth covenaut promise and grant to and with the said Robert Wells, Thomas Batchcroft, Christopher Husband, Oliver Nailor, Thomas Kidman, and Thomas Wake, their heyres and assignes, by these presents that for or notwithstanding any act or acts thing or things made done or willingly or wittingly suffered by him the said Martine Perse or hereafter to be had made or done or suffered, he the said Martine Perse at the ensealing and delivery of these presents doth stand and is lawfully and wrightfully seized of the said mannor of Frating and all other the messuages lands tenements liberties profitts hereditaments and premisses before mencioned to be bargained and sould with their and everie of their appurtenaunces of good perfect sole and absolute estate of inheritance in fee simple, and that he the said Martine Perse and his heyres shall and will continue and be so seised untill an estate of the same be first had and executed to the said Robert Wells, Thomas Batchcroft, Christopher Husband, Olyver Naylour, Thomas Kidman, and Thomas Wake, their heyres and assignes, by or upon these presents and according to the covenants and agreements hereafter in these presents conteyned, without any condicion limitation will use or devise to alter change or make void the same, And that he the said Martine Perse, notwithstanding any acte or acts thing or things had made done or wittinglie or willingly suffered by him the said Martin Perse, hath good right and lawfull power to bargain and sell convey and assure the said mannour lands tenements liberties profitts hereditaments and premisses all and singular before mencioned to be bargained and sold and everie part and parcell of the same in such absolute manner and forme as he the said Martine Perse before in and by these presents hath bargained and sould the same, and that the said mannor lands and tenements liberties profittes hereditaments and premisses all and singular before mencioned to be bargained and sould with their and everie of their appurtenaunces. And the said Robert Wells, Thomas Bachcroft, Christofer Husband, Olyver

Naylor, Thomas Kidman, and Thomas Wake, their heyres and assignes, for and in respect of the same and every part and parcell of the same now are and bee and so shall continue and be for ever hereafter clere and cleerely acquitted and discharged or otherwise at all times hereafter, and from time to time well and sufficiently saved and kept harmlesse by the said [p. 231] Martine Perse his heyres executours or administratours, of and from all manner of former bargaines sales gifts grants leases joynters dowers entayles uses devises condicions limitations forfeitures seisesures causes of forfeiture and seisure intrusions issues forfeited rents charges rents secke recognizances statutes marchaunt and of the staple judgements executions and all other titles troubles charges and incumbrances whatsoever had made or done or willingly or wittingly suffered by the said Martine Perse or any other person or persons lawfully claiming by from or under him the said Martine or by from or under his estate or by his meanes assent consent knowledge or procurement, the rents and services from henceforth to be due to the cheif lord or lords of the fee or fees thereof onelie except and foreprized. And further the said Martine Perse for him his heyres executours and administratours doth covenaut promise and grant to and with the said Robert Wells, Thomas Bachcroft, Christopher Husband, Olyver Naylor, Thomas Kidman, and Thomas Wake, their heyres and assignes, by these presents, that the said Martine and Katherine his wife and the heyres of the said Martin Perse, and all and everie person and persons claiming by from or under the said Martin Perse shall and will at all times hereafter and from time to time during the said tearme of foure yeares and three monethes ensuing the day of the date of these presents, upon reasonable request to be made to the said Martine Perse or his heyres at the costs and charges in law of the said Robert Wells, Thomas Batchcroft, Christopher Husband, Olyver Naylour, Thomas Kidman, and Thomas Wake, or of the survivour or survivours of them, shall and will doe knowledge make suffer and execnte or cause to be done knowledged made suffered and executed all and everie such other and reasonable act or acts devyse and devises in law for the

conveyance or sure making of the said mannour messuages lands tenements liberties hereditaments and premisses all and singular before mencioned, to be bargained and sold with their and everie of their appurtenaunces to the said Robert Wells, Thomas Bachcroft, Christopher Husband, Olyver Naylour, Thomas Kidman, and Thomas Wake, their heyres and assignes, or by them their heyres or their learned counsell in the law shall be reasonably devised or advised and required, be it by deed of feofment deed inrolled the inrollment of these presents fine with proclamations recoverie with voucher or vouchers release or confirmation with warrantie by the said Martine and Katherine his wife and the heyres of the said Martine against the said Martine and Katherine and the heyres of the said Martine, so that the said Martine and Katherine nor either of them nor the heyres of the said Martine be not compelled to travell thereabouts further than the towne of Cambridg. **Et witness** whereof the parties aforesaid to these indentures [p. 232] interchangeably have put their seales the day and yeare first above written.

Anno 1619

Octobris 23^{uo} perlecta est in Sacello petitio sociorum ex Fundatione Doctoris Perse hoc titulo:

Domino Doctori Gostlin hujus Academiæ Procancellario dignissimo, Magistro sive Custodi Collegii de Gonville et Caius vigilantissimo, et duodecim senioribus ejusdem sociis ornatissimis, salutem: Nos Socii ex fundatione Doctoris Perse quorum nomina subscripta sunt humiliter supplicamus, obnixequæ petimus ut nos omnes in Collegii societatem ascribi seu incorporari dignemini eodemque modo iisdemque conditionibus quibus socii ex fundatione Dominiæ Frankland ascripti sunt et incorporati, simulque admittamur, et in leges sive statuta Collegii juremur, sicut illi admissi et jurati sunt, reservata tamen qua jam fruimur senioritate nostra. Quod si feceritis ad cæteram vestram in nos beneficentiam tanquam cumulus accedet.

Subscripserunt, Franciscus Hobman, Edmundus Michels, Robertus King, Edwardus Nichols, Nathaniel Cradock.

De petitione hac Custos et socii predicti seniores Collegii deliberarunt eodem die quo tradita est post meridiem privatim in cubiculo Custodis, et responsionem conceperunt proximo die in Sacello traditam, quam ideo Anglice scripserunt ut petitores predicti ad executorem Doctoris Perse eandem deferrent: scripta est autem ad formulam sequentem.

24 Octob. 1619. The answer of the Master or Keeper and the senior fellowes of Gonvile and Caius Colledge in the Universitie of Cambridge made by the fellowes of Dr Perse his foundation.

Whereas you have earnestly petitioned for to be elected and incorporated into the Colledge with the same condicions of the fellowes of the foundation of Mrs Joyce Franckland, and accordingly reserving your senioritie to be sworne unto the statutes and admitted, in answer of this your petition upon due consideracion wee find by Dr Perse his will that these your fellowships are not in that condicion to the Colledge that Mrs Francklands either now are or then were when they were first received, for that the right of the election of your places and your successours seemeth by your founders will as yet not [p. 233] to be in the power of the Colledge but to be reserved to the executours during their lives, which pretence of right when they shall be pleased to relinquish and give over and render to the Colledge a free election of these your places, wee shall then be ready to yeild both to yourselves in present and your successours in time to come that content which shall appeare just and reasonable to all the world.

John Gostlin custos, Robert Wells, Thomas Bachcroft, Christopher Husband, Oliver Naylour, Thomas Kidman, Thomas Cooke, Thomas Randolph, Thomas Gostlin.

Novembris tertio decretum est, ut bursarius deinceps habeat annuatim quadraginta solidos in uberiorem laboris sui mercedem.

1619

[January 14 1619 was the sale of Frating woodes to Mr Perse and heere to be entred, numb. 30 in the first box of Frating. Quere when the bargaine was made: either this or the next yeere.]

Januarii decimo septimo 1619 decretum est ut deinceps tres simul ordine suo declament, duo ex parte adversa, tertius qui de quæstione determinet.

Eodem die decretum est, die Veneris deinceps hora tertia in termino sophismata omittantur, et baccalaurei in artibus et sophistæ eorum vice alternatim problemata sua proponerent ordine usitato, et dies antea eisdem destinati ut prius observentur.

Item ut in omnibus baccalaureorum et sophistarum disputationibus duo deinceps secundum ordinem a decanis instituendum opponent.

Decretum de Sociis ex fundatione Doctoris Perse.

18 Febr. 1619

Ad perpetuam Collegii pacem conservandam, et lites controversi usque tollendas, quæ inter socios fundationis Doctoris Wendy, Jocosæ Frankland, et Doctoris Perse deinceps oriri possint, matura deliberatione per Custodem et socios ita decretum est.

Cum venerabilis vir Doctor Perse summa charitate redditus annuos ad sex socios et totidem scholares alendos Collegio nostro donavit, et Custodis preterea, et quatuor seniorum sociorum, et sex sociorum ex donatione Jocosæ Frankland, aliorumque officiariorum in Collegio stipendia annua adauxit, æquum visum est Custodi et sociis eandem donationem omni gratia et favore quantum per statuta fieri possit adaugere.

Decretum igitur est per predictum Custodem et socios quod socii presentes et futuri ex fundatione prædicta senioritatem sive locum et præcedentiam cum omni respectu sociis debito habeant, a tempore quo per Custodem et socios predictos in commeatum et consortium sociorum assumpti sint, aut

deinceps assumantur, neque præjudicium iis sit, quoad prædictam senioritatem sive præcedentiam, quod juramentum sociorum non susceperint aut suscipiant, quamdiu per eos non stet aut deinceps steterit quominus susceperint aut suscipiant.

[p. 234] 3^{to} Martii 1619 cubicula novi ædificii juxta plateam communem orientem versus, ita a Custode et sociis sigillatim aestimata sunt ut singula inferiora cubicula annuatim reddant triginta solidos, superiora quadraginta solidos (exceptis iis in quibus socii commorantur, quæ tantum viginti sex solidos et octo denarios reddent quamdiu socii in iis commorati fuerint), excelsa autem ut solvant tredecim solidos et quatuor denarios;

Aestimatio cubiculorum in libro Matriculationis pag. 206 si non alibi huc commode referri possit.

Anno 1620

Richardus Kendall Bac. Art. scholaris ex fundatione Caii electus est, 6^{to} Maii 1620, in scholiarium fundatum a Doctore Branthwaite, et utroque stipendio gaudere concessum est, ut prospiciat et curam habeat librorum Doctoris Branthwaite, et aliorum qui in Bibliotheca reponentur.

Eodem die et tempore electi sunt scholares reliqui, ex fundatione Doctoris Branthwaite, viz. Henricus Munden ex Comitatu Dorset, et Art. Bach., Robertus Loud Lancastriensis ex nominatione ipsius Doctoris Branthwaite, et Thomas Oddy Lancastriensis, atque hi quatuor primi erant scholares dictæ fundationis.

Octavo Maii 1620 stipendium annuum decretum erat ei qui in theologicis præceptis juventutem instituerat 6^{li} annuatim, sed 18^{vo} Octobris hujus anni decretum est per Custodem et socios ut ad stipendium catechisatoris singuli pensionarii majores singulis quarteriis solvant duodecim denarios, reliqui infra gradum magisterii qui non sint sizatores solvant sex denarios, quod si ad summam quinquaginta solidorum per quarterium non accrescat, reliquum solvatur per Collegium quod defuerit.

Anno 1621

Vicessimo tertio Aprilis ordinatum est ne fæminæ ullæ permittantur lectos scholarium sternere nec eo nomine æcon-
omus quicquam a scholari impensum in librum suum referret.
Decretum hoc rursus confirmatum fuit anno 1628 Julii 16^{to}.

Junii 6^o. Decretum est ut duo Bacchalaurei ordine suo Litaniam die Dominico aliisque festis diebus canerent, aut legerent, incipiendo a senioribus, sub pœna duodecim denari-
orum singulis negligentibus.

Julii 10^{mo}. Decretum est ut præces vespertinæ hora quinta indies Deo offerrentur, atque officium præstare singuli socii ordine suo incipiendo a senioribus tenerentur, præcesque ordi-
narias legerent iis diebus quibus non designatur ex usu ut [p. 235] cantentur: viz. diebus festis et profestis, quibus diebus (ut antehac) sacellanus pro more veteri cantare tene-
bitur, non obstante hoc decreto.

Thomas Randolph Norfolciensis Art. Mag: et hujus Collegii socius, apud Pulham unde natus inde denatus, 6^{to} Augusti 1621, vir sane integerrimus simul et doctissimus, ingens post se reliquit sui desiderium, et in testimonium pietatis testa-
mento legavit decem libras ad ornandam sacram mensam in festis solennioribus, præsertim cum celebranda sit sacra Eu-
charistia, quibus nummis emptum erat peristroma illud cocci-
neum ex holoserico villosa quo nunc Collegium gaudet ac uti solebat quoties sacra illa solenniora peragenda essent. Insuper Bibliothecæ Collegii dono dedit Avicennæ opera latine versa 2 volumina, et Adriani Turnebi Adversaria.

Terræ legatæ Collegio per ultimum Testamentum Doctoris Branthwaite (de quo superius dictum est Martii 1^o 1621) per Richardum Branthwaite hæredem prædicti doctoris donatæ sunt Collegio ea quæ sequitur instrumenti formula.

This Indenture made the first day of March in the yeare of the reigne of our Sovereigne Lord James by the Grace of God of England Scotland France and Ireland King Defender of the Faith, &c., that is to say of England France and Ireland the nineteenth and of Scotland the five and fiftieth, between

Richard Branthwaite of Ringwood in the Countie of Southampton, esquire, cousin and heyre of William Branthwaite Doctor of Divinitie late Master of Gonville and Caius Colledge in the Universitie of Cambridge of the one part, and John Gostling Doctor of Physicke now Master of the said Gonville and Caius Colledge founded in the honour of the Annunciation of blessed Mary the Virgine in the said Universite of Cambridge and the fellowes of the same Colledge of the other part, ~~Witnesseth~~ that whereas the said Richard Branthwaite by his Indenture bearing date the third daie of February last past betweene him the said Richard Branthwaite of the one part and Gregorie Gawsell of Watlington in the Countie of Norfolk gent. of the other part, hath demysed granted and to ferm letten unto the said Gregorie Gawsell his executours and assignes, all that close of pasture conteyning by estimacion seaven and twenty acres more or lesse lying and being in Wiggenhall St Jermans in the said Countie of Norfolck, next the lands now or of late of Henry Kervile late esquire now knight towerds the south, and abutting towerds the east upon [p. 236] the new land way, and towerds the west upon the lands of the late dissolved Monasterie of West Derham, which seaven and twenty acres then lately were in the tenure or occupacion of Thomas Watson or of his assignes, **And also** all that land and pasture ground called Gillingor alias Gillingow conteyning by like estimacion seaven and thirty acres more or lesse lying and being in Wiggenhall St Peters in the said countie of Norfolk next the lands now or late of one Mr Edwards on the south, and abutting upon the Kings highway leading from Wiggenhall Mary Magdalene Church to Islington Bridge in the countie aforesaid towerds the east, and Fenn banke towerds the west, then lately before in the tenure or occupacion of John Harteley and Charles Prettyman or their assignes **To have and to hold** the said demysed premisses unto the said Gregorie Gawsell his executours and assignes from the Feast day of St Michael the Archangel then last past before the date of the said indenture untill the full end and tearme of fourtie yeares from thence fully to be accomplished and ended, **yeilding and payng** therefore yearly and everie yeare unto the

said Richard Branthwaite his heyres and assignes the yearly rent or farme of thirtie pounds of lawfull money of England to be paid at the two usuall Feast dayes of the Annunciation of the blessed virgine Mary and St Michael the Archangel halfe yearly, or within fifteene dayes next after either of the said Feast days by equall porcions, at or within the common dyning Hall of Gonvile and Caius Colledg aforesaid, with and under such covenants and other agreements as in the said indentures are expressed, the reversion of the which so demised premisses with the rent incident thereunto is of right belonging and expectant to the said Richard Branthwaite and his heyres, the said premisses among other lands and tenements being come and lawfully descended to the said Richard Branthwaite hereditarily by and after the death of William Branthwaite Doctor of Divinitie and late Master of the said Gonvile and Caius Colledge as cousin and next heyre of the said William, that is to say, sonne and heyre of Richard Branthwaite esquire late Sergeant at Law deceased brother and heyre of the said William Branthwaite, ~~Now further~~ witnesseth these presents that the said Richard Branthwaite for and in consideration of the performance of the true intent and meaning of so much of the last will and testament of the said William Branthwaite which on the part and behalfe of the said Richard Branthwaite executour of the said last will and testament of the said William Branthwaite is to be performed concerning the [p. 237] conveying settling and assuring of some certaine competent porcion or quantitie of lands to the value of fortie marks per annum ultra reprisas unto the said Master and fellowes of Gonvile and Caius College aforesaid and their successors, according to the lymitacion and appointment of the said William Branthwaite in his said last will and testament, to be by the said Richard Branthwaite executed and performed, ~~That~~ ~~giben~~ granted conveyed assured and confirmed and by these presents doth give grant convey assure and confirme unto the said Master and fellowes, All that the said close of pasture conteyning by estimacion seaven and twenty acres, more or lesse, lying and being in Wiggenhall St Jermans aforesaid, ~~And also~~ all that the said land and pasture ground

called Gillingoe alias Gillingore conteyning by like estimacion seaven and thirtie acres more or lesse lying or being in Wiggenhall St Peters aforesaid, and also all wayes passages easements commodities waters fishings bancks fences inclosures benefitts and advantages to the same belonging or in any sort apperteyning, and all the estate right title interest use reversion and rent or rents to the said reversion incident, and especially the said rent of thirty pounds per annum reserved upon the said lease and indenture of demyse made from the said Richard Branthwaite unto the said Gregory Gawsell, and all demaunds whatsoever which he the said Richard Branthwaite hath or of right ought to have of, in, to, and out of, the said close of pasture conteyning by estimacion seaven and twentie acres, and the said land and pasture ground called Gillingoe conteyning by like estimacion seaven and thirty acres or any part or parcell thereof, and also all deeds charters escripts evidences and muniments which onely or cheifly or principally concerne the same or any parcell of the same, **To have and to hold** the said close of pasture and the said land and pasture ground called Gillingoe alias Gillingore and all the other premisses and every of their appurtenaunces, and all the estate right, title, interest use reversion and rent or rents to the said reversion incident, and especially the said rent of thirty pound per annum reserved as aforesaid and all demaunds whatsoever of the said Richard Branthwaite of in and to and out of the premisses, and every part and parcell thereof, and all the deeds charters escripts evidences and muniments aforesaid unto the said Master and fellows of Gonville and Caius College and their successours to the onelie use and behoofe of the said Master and fellows and their successours for ever and to no other use intent or purpose, to be holden of the cheife lord or lords of the fee or fees thereof by the rents and services for the same due and of right [p. 238] accustomed, **And** the said Richard Branthwaite all and every the premisses with all and singular the appurtenaunces to the said Master and fellows and their successours against him the said Richard Branthwaite and his heyres and the heyres of the said William Branthwaite deceased and

against all and everie other person and persons claiming by from or under the said William and Richard or either of them shall warrant and for ever defend by these presents. And the said Richard Branthwaite for him his heyres executours and administratours doth covenaut promise and grant to and with the said Master and Fellowes of Gonvile and Caius Colledge and their successours by these presents that he the said Richard Branthwaite at the sealing and deliverie of these presents is and untill the first execution conveyance or assurance of an estate to be had and made unto the said Master and Fellowes and their successours of the said premisses shall continue and be seized of the same of a good perfect absolute and lawfull estate of fee simple in reversion, to his owne use without any limitation or condicion whatsoever, and that he hath lawfull power and authoritie in his owne right to give grant convey assure and confirme the said premisses and every part and parcell thereof, and the said reversion thereof, together with the said rent of thirty pounds per annum incident thereunto, to the said Master and Fellowes of Gonvile and Caius Colledge and their successours in manner and forme aforesaid, and that the said premisses and everie part thereof now be and at the time of the executing making assuring or conveying of any estate of the same to the said Master and Fellowes and at all times hereafter shall be remaine and continue to the said Master and Fellowes and their successours for ever fully and clearely acquitted and discharged, or upon reasonable request saved and kept harmelesse, by the said Richard Branthwaite and his heyres of and from all former bargaines former titles, condicions, lymitations, former rights, reentries, title of reentry, joyntures, dowres, arrearages of rents or services, leases, rents, charges, rents seck, annuities, statutes marchant and of the staple, recognizances, uses, wills, mortgages, intayles, issues of forfeitures, fines, amerciaments, intrusions, suits, judgements, condemnations, executions, and incumbrances whatsoever, formerly had made acknowledged done or suffered by the said Richard Branthwaite or by the said William Branthwaite his uncle or either of them, or by any other person or persons claiming the premisses or any part thereof by from

or under them or either of them, the said lease made by the said Richard Branthwaite unto the said Gregorie Gawsell before in these presents mencioned, whereupon the said rent of thirty pounds per annum is reserved, the which rent is due, shall be from the day of the date of these presents payable unto the said Master and Fellowes and their successours, and the rents and services hereafter to be due to the cheife [p. 239] Lord or Lords of the fee or fees thereof onely excepted and foreprized, **And** the said Richard Branthwaite for him his heyres and administratours doth covenaut and grant to and with the said Master and Fellowes of Gonville and Caius Colledge and their successours further by these presents that he the said Richard Branthwaite his heyres and assignes at the onely cost and charges in the Law of the said Master and Fellowes and their successours shall and will at all and everie time and times hereafter during the space of five yeares next ensuing the date of these presents at and upon the reasonable requests of the said Master and Fellowes and their successours, doe make, suffer, acknowledge and execute, or cause and permitt to be done made suffered acknowledged and executed, unto the said Master and Fellowes and their successours all and everie such further reasonable conveyance and conveyances, assurance and assurances, act and acts, thing and things, devise and devises in the Law, as shall be reasonably devised advised and required by the said Master and Fellowes and their successours, or by their learned Councill in the Law, for the further better or otherwise conveying or assuring of the said premisses or any part thereof with all and singular their appurtenaunces to the said Master and Fellowes and their successours, be it by fine, feoffment, deed or deeds inrolled, the inrollment of these presents, release or confirmacion, recoverie with single or double voucher or vouchers, and by all the said wayes and meanes or by such or so many of them as the said Master and Fellowes and their successours or the said Councill shall thinke fitt, or by any other wayes or meanes whatsoever, so as the said Richard Branthwaite for the doing thereof be not compelled to travaile further then the citties of London and Westminster, **And** lastly the said Richard

Branthwaite for himselfe his heyres executours and administratours doth covenant promise and grant to and with the said Master and Fellowes of Gonville and Caius Colledge and their successours by these presents that he the said Richard Branthwaite his executours or assignes shall deliver or cause to be delivered to the said Master and Fellowes and their successours at or before the ending of the tearme of the holy Trinitie next coming after the date of these presents, all and singular the deeds charters escripts and evidences before mentioned to be conveyed and granted by the said Richard Branthwaite to the said Master and Fellowes and their successours, or so many of them as the said Richard Branthwaite or any other person or persons to his use or by his deliverie now hath or have in his or their hands custody or possession, and also which at any time hereafter the said Richard Branthwaite can or may lawfully obteyne gett or come by without suite in the Law, safe whole uncanceled and undefaced, and in such plight and condition as the same now bee, **In witness whereof** the parties to these Indentures have interchangeably [p. 240] hereunto sett their hands and seales the day and yeare first above written.

Decembris 3^o 1621. Literæ a Domino Thoma Haward, Comite Suffolciæ, Cancellario nostro, superiori anno missæ ad Custodem et socios de expensis reparandis quas socii fecerint in controversia juris cum Doctore Branthwayte, nunc primum publicatæ sunt in Sacello (etsi privatim statim post earum receptionem communicatæ fuerant) quas Custos Londini absens in Collegii negotiis sociis commisit, ut de iisdem deliberarent quid commode in iis fieri possit. Literæ autem fuerunt hujusmodi.

To my verie loving freind Mr Doctor Gostlin
Mr of Gonville and Caius Colledge and
to the senior fellowes of the same house.

Mr Doctor Gostlin, the fellowes of your Colledge have petitioned unto me, that whereas they have been at great charges heretofore in the suite betwixt them and Doctor

Branthwaite, and received no allowance for the same all the time he was Master, I would give warrent by my letters for their releife that they may receive some allowance from the Colledge. Because the suite was a Colledge businesse I have thought good to write unto you in their behalfe that you and they should advise together upon some case to give them satisfaction according to their severall expences, and because it is now long since their moneys were disbursed, and they that have been at charges may depart from the Colledge. I thinke fitt their allowance should be made the next auditt by your bursar if you have no hindrance amongst you to withstand it. So wishing your good in this and all other things, I bid you heartily farewell.

From Suffolke house this 27th of February 1620.

Your Lo. Freind

Tho. Suffolke.

Ergo post literarum publicationem consensus est per Præsidentem et majorem partem sociorum, ut secundum tenorem literarum Honoratissimi Cancellarii quinquaginta duæ libræ rependantur sociis in restitutionem expensarum prædictarum. Eodem die per eosdem consensus est ut viginti libræ persolvantur doctori Gostlin Custodi pro novo ædificio in horto suo exstructo. Quæ summæ ut quam primum persolvantur, consensus per eosdem ut pecuniæ debitæ a Johanne Ebbes [p. 241] de Woburne in hos usus transferantur, et ut arbores apud Worlingham (in Suffolcia) quam primum possit vendantur et cedantur.

1621

Anno 1622

Hoc et insequenti anno fervet lis inter Collegium et Thomam Soame armigerum ad asserendum jus nostrum ad Manerium de Burneham in Norfolcia.

Januarii undecimo 1622. Decretum est ut perpetuo deinceps custos Bibliothecæ Collegii sit actu in artibus baccalaureus.

Anno 1623

Oliverus Naylor Londinensis in artibus magister socius et hujus Collegii præses, ab Honoratissimo Domino Bathoniensi Comite ad ecclesiæ Tostochiensis [Tawstock] administrationem promotus, hoc anno valedicens Collegio gratam nobis reliquit sui memoriam: vir enim erat inculpatæ vitæ, et ob amœnitatem morum omnibus acceptissimus, nec minus ob solidam eruditionem in literaria republica celebris, hic ut dum nobiscum convixit honoris Collegii et commodi semper erat studiosus, ita ne deesset posteris pietatis et amoris sui monumentum, post decessum suum curavit Bibliothecam hanc nostram suis sump-
tibus instrui libris optimis ad valorem librarum.....Hujus enim ex beneficentia Bibliotheca nostra possidet Bibliothecam Patrum, Suaresii opera, Danielis Chamieri opera.

Anno 1624

Quinto Octobris 1624. Christopherus Husband Norfolciensis sponte renunciavit jus suum omne ad sodalitiū quo antea gaudebat in hoc Collegio, et ad avitos lares se recipiens privatim egit vitam, ibique consenuit: vir mitis et tranquillitatis cupientissimus studiosus erat Medicinæ, et in ea non contemnendos fecerat progressus, sed Collegii commodo magis quam propriæ ex literis famæ consulens, pene totus erat occupatus in illius tractandis negotiis, quæ tanta cum fide et dexteritate administravit ut eo nomine optime de Collegio meruit. Is relicto Collegio noluit memoriam sui prorsus perire, sed se amantissimum fuisse alumnum testatum esse voluit libris quibus auxit Bibliothecam Collegii; his viz. Jodoci Cocci thesauro Catholico duobus voluminibus; [de mulierum morbis] per Israellem Spachium editis.

Decembris vicesimo 1624. Dr Gostlin Custos retulit in ærarium quadraginta libras quas honoratissimus Dominus Gulielmus Comes Bathoniensis, hoc ipso in Collegio olim institutus, testamento suo legavit expendendas, vel ad novam [p. 242] Aulam extruendam, vel ad comparandos libros in augmentum et usum Bibliothecæ.

Post molestias graves et expensas haud modicas tandem lis inter Collegium et Thomam Soame armigerum ad finem perducta est, ut constat ex decreto seu sententia Domini Cancellarii. Et ut occasio litigandi inter dictum Thomam et Collegium de illis fundis in posterum tollatur 4^{to} Februarii 1624 locatio terrarum nostrarum in Burnham Westgate per Custodem et socios concessa est dicto Domino Thomæ Soame pro termino viginti annorum.

Decretum Cancellariatus hic sequitur.

Jacobus Dei gratia Angliæ Scotiæ et Hiberniæ Rex, fidei defensor, etc., Carolo Cornwallis militi Thomæ Soame et Johanni Soame armigeris defendentibus ac omnibus aliis personis quibuscunque aliquod jus statum titulum clameum interesse vel demandam de vel in Manerio scitu terris tenementis et hereditamentis inferius mencionatis aut de vel in aliqua inde parte sive parcella per vel sub titulo vestri seu alicujus vestrum habentis clameum vel venditionem ac eorum cuilibet salutem, Cum quoddam finale Judicium sive decretum coram nobis in Cancellaria nostra nuper redditum extitit in hæc verba, Where before this time that is to say in or about the terme of St Michael in the yeare of our Lord one thousand six hundred and twenty, and in the yeare of the reigne of our sovereigne Lord James the King's most excellent Majestie that now is over England France and Ireland King defender of the faith etc. the eighteenth, and over Scotlande the foure and fiftieth, the Master and Fellowes of Gonville and Caius Colledge in the Universitie of Cambridge complainants did exhibit their bill of complaint into this next honourable Court of Chancery against Sir Charles Cornewallis Knight Thomas Soame and John Soame Esq^{rs} defendants, declaring by the same, that whereas one Leye Ferres Abbott of the late dissolved monastery of Wymundham in the Countie of Norff. and the Convent of the same Monasterie before the dissolution thereof dwelt in or about thirty yeares of the reigne of the late king Henry the eight were in right of the said [p. 243] Monasterie seised in the demeasnes as of fee of and in the Mannor of Burnham Thorpe alias Burnham Wymundham in the said County of Norff., and of and in one messuage being the scite of the said Mannour and divers grounds thereto

belonging and appurteyning conteyning together by estimacion
 sixtie Acres of land or thereabouts in Burnham Thorpe aforesaid,
 and of tenn shillings of rent due and payable yearly to the said
 Mannor from the Lords or owners of the Mannor of Burnham
 Westgate, with three severall fould courses for severall quantities
 of sheep lying and being in Burnham the estate aforesaid
 Burnham Thorpe and in a place called Squanton Hill in
 Burnham Norton, And of and in fourescore and five acres of
 land in Burnham Westgate in the Sheep pastures there, and
 of and in three acres in a certaine place called Brancasterling,
 And of and in eleven acres being in the said places called
 Brancaster lying next the bruery there, And of and in fifteen
 acres in a place called Pennell Wong, And of and in tenn acres
 more lying at the said place called Pennell Wong, And of and
 in six acres more lying at the Easthead of the said furlong
 called Pennell Wong, And of and in eleven acres called Wentree
 and Goodales, And of and in seaven roods or thereabout of land
 lying at a place called Wamonstie, And of and in one acre and
 halfe a rood of land lying at a place called Broksby, And of and
 in five acres more lying next the east head of Pennell Wong
 aforesaid, and of and in foure acres called Lampettwong, and
 of and in three acres and a halfe abutting upon a certaine
 place called Restoughslie, And of and in two acres and one
 rood lying next the Churchland of Burnham Thorpe aforesaid,
 And two acres and a half lying at a place called Brandonthere,
 And of and in divers other lands lying in divers places in the
 said towne and feilds, as in a place called Sephland furlong,
 in a place called Marishmitt, att a place called Orwall Swent,
 at a place called Bassinghow, in a furlong called the Thewell-
 sakes, in a place called Greenefold Deelee, in a place called
 Hetheiwee Deelee, at a place called Moculden, and of and in
 two peices of land belonging to the said Mannor of Burnham
 Thorpe alias Burnham Wymondam lying at a place called
 Sithitt, And of and in one peice of land lying at a place called
 [p. 244] Ringstead Gate, two peeces of land siding upon a
 place Ringrosse Diche and Rislyresbly, six other peices neere
 a certaine place called Postead mill and abutting upon the
 lands of the Church of Westgate, besides divers other lands

lying in severall other furlongs and places as namely at a place called Clackeland, Wymundham hall Goster, Wymundham Whynus, And of and in fiftie acres lyeing in the Ewes ground there besides divers other lands meadowes pastures and feedings sheeps walkes and common of pasture and fouldages for sheep to the said Mannor belonging, and forty five shillings tenne pence halfe peny rent of assize per annum, thirty seaven combes and a halfe of rent barley per annum due and of right payable to the Mannor of Burnham Thorpe alias Burnham Wymundham from the Lords and owners of the Mannor of Lathes in Burnham Overy and from the lands late of the dissolved Monasterie of Walsingham in the said Countie of Norff., and from the lands late of the dissolved Monasterie of Peterstowe in the said Countie of Norff., And also of and in divers other lands and tenements rents reversions and services marshes feedings liberties of fouldcourses lying in the said townes and other townes adjoyning, And of all manner of titles and tenthes renewing growing and happening in the townes and parishes of Burnham Thorpe aforesaid, and divers pensions and porcions with severall other profitts commodities and advantages to the said Mannour then of right belonging and appurteyning, And the Complainants by their said Bill of Complaint did further declare that the said Abbott and Convent of Wymundham being of the premisses so seized did by their Indenture demyse grant and to ferme lett unto Richard Southwell then Esquire, since Knight, deceased, all that the said Mannor of Burnham Thorpe with the appurtenaunces and all and singular other the premisses from the Feast of the Annun-
ciacion of the blessed lady Saint Mary last past before the date of the said Indentures unto the end and tearme of foure score yeares thence next ensuing and fully to be compleat and ended, yeilding and paying therefore yearly unto the said Abbot Convent and their successours and assignes sixe pounds of lawfull English money at the Feast of St Michael the Archangel [p. 245] and our Lady day by even and equall portions, As by the same Indenture bearing date the twentieth day of July in the thirtieth yeare of the Reigne of the said late King Henry the Eight amongst other things therein conteyned, it

did appeare, And the Complainants further declared that by vertue of the same demyse the said Richard Southwell into all and singular the premisses with their appurtenaunces, immediately upon the commencement of the said lease, did enter and continued thereof possessed accordingly, And that he being so possessed and the said Abbot and Convent being also seized as aforesaid of the premisses in reversion expectant upon the said lease, the said Monasterie became dissolved and the reversion of all and singular the premisses expectant upon the lease together with the said rent and all profitts benefitts and priviledges thereunto belonging became lawfully vested and settled in the said King Henry the Eight his heyres and successours, by Act of Parliament as in right of his highnesse Crowne of England, And that the said late King Henry the Eight dying of the premisses seized as aforesaid the same descended and came to the late King Edward the Sixt, And after the decease of the said King Edward the Sixt the premisses descended and came to the late queen Mary, who together with King Philip after their intermarriage, that is to say upon or about the twelfth day of February in the fourth and fifth yeares of their Reigne, under the Greate seal of England did give and grant all and singular the said premisses unto John Caius Doctor of Physicke and his heyres for ever; whereby the said John Caius became thereof seized in his demeanne as of fee, And that the said John Caius being thereof so seized did upon or about the first day of March in the said fourth and fifth yeares of the said late King Philip and Queen Marye reigne by deed of feoffment in due forme of law convey and assure all and singular the premisses unto the then Master and Fellowes of the said Colledge of Gonvile and Caius Colledge in the said Universitie of Cambridg and to their successours for ever, As by the same grant and by the licence of alienacion thereupon had ready to be shewne unto this Courte might appeare, by [p. 246] vertue whereof the said their Master and Fellowes of the said Colledge became thereof seized in their demeanne as of fee in right of the said Colledge, And the said yearly rent of six pounds at all times from and after the dissolution of the said Monastery untill the said King Philip and Queen

Mary did alien the premisses to the said Doctor Caius and from and after the said alienation untill aboute Michaelmas in the yeare of our Lord God one thousand and five hundred and ninety, was well and truely satisfied and paid unto the afore said severall persons successively without any manner of deniall thereof, And the complainants by their said Bill of Complaint did further declare that albeit they the Complainants ought of right to have hould occupie and possesse all and singular the said premisses yet the said Richard Southwell being in manner aforesaid possessed of the premisses for the tearme aforesaid and also become seized in his demeanes as of fee or for some other estate of and in two other sygniories or lordships that is to say of the Mannor and signiory of Lexhams and of the Mannor and sygniory of Posthead Hall in the said Countie of Norff., and of divers lands thereto belonging, and of some other lands purchased by the said Richard Southwell with the said lands lying very nigh and much intermixed with the said Lease lands, and the said Lease being of so long continuance as aforesaid, the said Richard Southwell and such others as had his estate and interest in the premisses did by all meanes endeavour to diminish obscure and conceale the said lands right fullie belonging to the complainants and their successours as aforesaid and to gaine the same to the said Mannors of Lexhams and Posthead Hall, and likewise to extinguish and substracte the rents and services due to the Complainants said Mannor, and therewith to enlarge and increase the rent of the said Mannors of Lexhams and Posthead Hall and to make them parcell of the same, And that therefore they had from time to time for many yeares together kept and used to keep at one and the same time and in and on the same place one Courte onely as well for the Complainants said Mannor of Burnham Thorpe demysed to the said Richard Southwell as aforesaid as for the said two other Mannors of Lexham and Posthead Hall, thereby utterly confounding the tenements services rents tenures and evidences, And had for that purpose also kept but one rentall and one Courte booke and one Court roll of all the said Mannors, And also made sundry estates and conveyances as well [p. 247] of the said rents of assize due and payable to the

Complainants said Mannor as aforesaid as likewise of the demeasne lands fouldcourses and fouldage of sheep and of all or the most part of the rights and priviledges commodities and emoluments whatsoever to the said Mannor of Burnham Thorpe of right belonging and appurteyning, And had so destroyed altered and confounded and obscured the ancient bounds and meets landmarkes names furlongs and abuttals of the lands tenements fouldcourses liberties of fouldage belonging to the Complainants said Mannor as that it was become impossible for the Complainants to discover or sett forth the same, And the rather because the Court rolles feild bookes draggs terreats escripts muniments and writings concerning the Complainants said Mannor and other the premisses thereto belonging being lately come to the hands and possession of the defendants Sir Charles Cornewallis Thomas Soame and John Soame, who pretended to have the said two Mannors of Lexham and Posthead Hall from or under the said Richard Southwell or from or under his right or title, They the said defendants refused to discover the trueth and their whole knowledge touching the Complainants right in the premisses and to deliver or shew forth the said Courte rolls feild bookes draggs terreats escripts muniments and writings, and did also refuse to manifest confesse and sett forth what be the ancient rents and services belonging to the Complainants said Mannor, And the Complainants shew by their said Bill of Complaint, that albeit from the said yeare of our Lord God one thousand five hundred ninety one untill the Lady day in the yeare of our Lord God one thousand six hundred and eightene there did grow due and accrewe arreare unto the Complainants the arrearage of the said six pounds per annum whereof the Complainants or their predecessours never received more or other satisfaction then upon or about the twentieth of Aprill one thousand five hundred ninety eight twenty pounds, and at or about the Feast of Saint Michael one thousand six hundred and eleven threescore and six pounds, yet did the said defendants utterly deny to pay or satisfie the same arrearages, pretending onely that the Complainants could not sett forth where the said premisses or any part thereof did lye, by meanes whereof they the Complainants

were without all manner of reliefe touching the same save in course of equitie in this Courte. And therefore the Complainants by the said Bill of Complaint did humbly pray the honourable aid of this Courte and that processe of subpena might be awarded against the defendants to answer the premisses, as by the same bill remayning of record of this Courte [p. 248] more at large it doth and may appeare. ~~Unto~~ **Unto** which all the said defendants Sir Charles Cornewallis Knight Thomas Soame and John Soame Esquires made their joynt and severall answers, And the said Sir Charles Cornewallis by the same answer for himself said that Thomas Southwell esquire afterwards knight being seized in fee and of and in the Mannor or sygniory of Lexhams and of and in the Mannor of Posthead Hall with their appurtenaunces in the Bill mencioned, sometimes the inheritance and parcell of the possessions of Sir Richard Southwell knight, in the Bill named conveyed the same Mannors and premisses unto certaine feoffes in trust to the use of him the said Sir Charles Cornewallis and his heyres, and that he the said Sir Charles became also seized in fee by divers severall purchases of divers other lands and tenements sometimes Robert Jennynsons and one Bostons and of the scyte of the late dissolved priory of Fryers Carmelites in Burnham Norton with the appurtenaunces, and in divers townes there adjacent, And that he the said Sir Charles Cornewallis so being seized did convey the late dissolved house or priory of Fryars Carmelites in Burnham Norton aforesaid with the appurtenaunces and divers other Messuages and tenements in Burnham Norton Burnham Westgate Burnham Depdale Burnham St Andrewes and elsewhere in the said Countie of Norff., parcell of the premisses to one Thomas Sturges and his heyres, who aboute the fourteenth yeare of the now Kings Majesties Reigne conveyed the premisses to him, assured to the defendants Thomas Soame and John Soame, and their heyres, and that he the said Sir Charles in or aboute the said foureteenth yeare of the said Majesties reigne did convey the said two Mannors of Lexhams and Posthead Hall and the residue of the premisses with their appurtenaunces unto Sir Stephen Soame knight since deceased and his heyres, late father of the defendants

Thomas and John Soame, **And** the defendants Thomas and John Soame by their answers denyed to acknowledge or know of the lease in the Bill mencioned to have been made by the said late Abbott and Convent of the late dissolved Monasterie of Wymundham aforesaid to the said Sir Richard Southwell in the Bill of the said Mannor of Burnham Thorpe and other the lands demysed by the same lease at the said yearly rent of six pounds. **But** the defendant Sir Charles Cornewallis by the same his answer for himselfe confessed the same lease. [p. 249] Yet he said that what the particulars of the same lease were he knew not, howbeit he confessed that his servants or officers had taken certaine rent barley and some of the wheterents belonging to the Mannor of Wymundham and the profitts of some courts pretended to belong to the said Colledge, and they had paid three score and six pounds in the Bill mencioned to the Master of the said Colledg in lieu thereof, and had paid to him at another time eightene pounds more for the same consideration, **And** all the said three defendants denyed that they or any of them had endeavoured to diminish obscure and conceale any the lands rightfully belonging to the Complainants and their successours in right of the said Colledge or to gain the same to their said Mannors of Lexhams and Posthead Hall, Neither could they sett forth what were the rents and service belonging to the complainants and mannors nor what be the severall quantities contents and parcells of lands belonging to the complainants as by the same answer likewise remayning of record in this Courte more at large it doth and may appeare. **Whereunto** the said Complainants replied and the parties being thereupon att issue witnesses were examined between them and their depositions published according to the usuall rules of this Courte. And publication being so had and graunted a day for hearing of the said cause was by this Courte appointed, at which day being the sixt of February in the twentieth yeare of the reigne of the Kings Majestie that now is uppon hearing of the matter in presence of Councell learned on both parts, It was alledged on the Complainants behalfe that the Complainants sought to be relieved against the defendant Sir Charles Cornewallis, first for

an arrearage of rent of ninety one pounds due unto the Complainants by reason of his having a long lease of the mannor and lands in question from and under Sir Richard Southwell which lease was ended in anno Domini one thousand six hundred and eightene, And that the Complainants craved further reliefe against the defendants for divers rents both copyhold freehold and mooveable rents due unto the Complainants said Mannor Burnham Wymundham and by reason that the defendants made a confusion of the same rents and gathered them joyntly with other their rents of the like nature belonging to the said two other Mannors of the said defendants, namely Lexhams and Posthead Hall by one rentall and therein not dividing or distinguishing what to each mannor did properly [p. 250] belong. So that by the same meanes the Complainants had lost one of forty five shillings tenpence halfe peny freehold and copyhold rent, and foure shillings foure pence mooveable rent anciently belonging to their Mannor, fifteene shillings one peny halfe peny, And whereas the Complainants sought further reliefe for divers houses and lands and for a Sheep course belonging to the said Mannor which by reason of the said long lease and the promiscuous occupacion of the Complainants said houses and lands with the houses and lands of the said defendants belonging to the said Mannors of Lexhams and Posthead Hall, the Complainants said houses lands and fouldcourse was now wholly obscured and lost and this the rather by the defendants or some of their meanes by ploughing upp altering changing and defacing the meetes bounds and landmarkes deviding and distinguishing the Complainants lands from the defendants lands as it was by the Complainants alleadged, and that forasmuch as the Complainants had prosecuted against the said defendants two Commissions, the one for examinacion of witnesses in the said cause upon interrogatories and the other for survey and viewing the lands belonging to the Complainants in Burneham Westgate aforesaid, and for discovering and setting out the same, and what fouldcourses and liberties of fouldage should or did belong to the Complainants mannor, And for that it appeared that the said defendants had neglected to joyne in either of the said Com-

missions, although first they had intended it, and had delivered Commissioners names to that purpose, of both which said Commissions publications past according to the orders and rules of this Courte, And for that by the returne of the said Commission of Survey it was alleadged that their doth belong unto the Complainants in right of the said Mannor one hundred three score and six acres three roodes and a halfe in the possession of the defendants John Soame in Burneham Westgate, some of which lands were by the said Commission of Survey abutted and laid out, and some likewise by the said Commission of Survey appeared to be the Complainants lands, but were not laid out neither could be discovered for the reasons in the said Commission of Survey alleadged, upon all which matters and allegations this Court conceived fitt and did [p. 251] then order that a new Commission should be awarded returneable the first day of the then next tearme directed unto Edmund Bullocke Edmund Beddingfeild Thomas Wyndham and Thomas Holl Esquires giving them or any three of them authoritie thereby to looke into as well the depositions and evidences to be produced before them on the Complainants behalfe as such writings and evidences as should be produced before them on the defendants behalfe, together with the said last Commission of Survey and the returne thereof, And that they likewise should have power to examine upon oath as well the said defendants for shewing forth and producing their evidence before them, as any other for discoverie of any wright belonging to the Complainants and defendants touching the differences in question, And that likewise the said Commissioners or any three of them should have power againe to view the lands by the said last Commission of Survey sett out unto the Complainants, And such of the same lands as should appeare in certaine to belonge unto the Complainants the same they should sett out unto the Complainants by meets and bounds and for such lands as by the said Commission should appeare to belong unto the Complainants and could not be distinguished or discovered from other the defendants lands it was then ordered that the said Commissioners or any three of them should sett out what lands they thought fitt of the defendants

unto the Complainants in lieu thereof unlesse they found good cause to the contrary, and where the same shall lye, by meets and bounds and likewise to testifie this Courte what number of sheep doe belong to the Complainants fouldcourse and to discover the same by evidences or witnesses to be produced before them on either parts, or to make certificate of what they could discover either of the coppinghould or other rents to belong unto the Complainants said Mannor then already not found out, and publication of the same Commission to be had upon the returne thereof, and a day to be appointed in the beginning of the then next tearme for the hearing and finall decreeing of the cause. According to which order a Commission issued out of this Courte to the purpose in the same order directed, and the same Commission was duely executed accordingly, and a Certificate thereof returned into this Courte under three of the hands of the said Commissioners as by the said Commission was required, the tenor of which Certificate followeth in these words viz^t **By vertue** of his Majesties Commission unto us [p. 252] directed and hereunto annexed wee did meet at Burnham Markett in the Countie of Norff. upon Tuesday the three and twentieth of September mentioned in the said Commission, and the better to expedite the said Commission wee did carefully view and read over the depositions of certaine witnesses and bookes of survey then shewed unto us by the Complainants and defendants, mentioning amongst other things divers and severall peices of land supposed to be lands belonging to the Complainants Mannor of Burnham Wyndham and for that the proper names of the abutalls and devisions of the said lands by reason of the antiquitie thereof were not verie well knowne unto men now living, whereby it would have proved a thing very difficult for us truely to have sett forth and layd out the said severall peices of land so claymed by the Complaynants, Therefore for a peaceable end to be made betweene the said parties it was accorded by us whose names be hereunto subscribed and by and with the consent of Dr Gostling who was a person trusted for the Complainants, and John Soame Esquire one of the defendants, that in lieu and consideration of all the lands claymed by the complaynants supposed to

belong to their Mannor of Burnham Wyndham and to be in the possession of the said John Soame or of any other person in his right, the said Complainants should from henceforth have hold and enjoy to them and their successours a peice of land now in the possession of the said John Soame, being in Burnham aforesaid, anciently reputed and knowne to be the scyte of the said Mannor of Burnham Wyndham, and that in consideration aforesaid the said Complainants should also have hold and enjoy to them and their successours five score acres of land being part of the land belonging to the fouldcourse of the said John Soame being in Burnham aforesaid in severall peices, whereof the first peice conteyneth fifty acres anciently called Wymundham Fifty Acres, and doe lye at a certaine place called Howhill in Burnham Westgate abutting upon Stanhow grounds on the south, and on a certaine way called Chozell (Choseley) gate alias Ringstead way towards the north, and sideth upon the borders of Docking towerds the west, and upon the lands of the defendant Mr John Soame towards the east, And the other fifty acres doe lie in severall peices the first peice whereof conteyneth by estimacion thirteen acres and the next a certaine way leading from Docking to Burnham Deepe Dale towerds the west and upon seaven roods of land called Creeke Abby lands towerds the east abutteth upon a certaine way called Chozell gate alias Ringstead way towerds the west, and next three roods of land in the use and tenure of Samuel Boston towerds the east, and abutteth upon the said [p. 253] way called Chozell gate alias Ringstead Way towerds the south, and upon the said recited peice of land of twenty acres three roodes thirty three perches in parts and upon the lands of the said Mr John Soame in part towerds the north, and also nyne acres three roodes and a halfe lying in another peice next the three roodes of the said Samuel Bostons towerds the west, and the lands of the said Mr John Soame towerds the east, and abutteth upon the said way called Chozell gate alias Ringstead way towerds the south, and upon the said peice of land of twentie acres three roodes and thirty three perches in part, and upon the lands of the said Mr John Soame towerds the north, and twenty acres three roodes thirty three perches

lying in another peice next the said way leading from Docking to Burnham Deepedale aforesaid towerds the west, and the lands of Mr John Soame towerds the east, and abutteth upon the said peices of thirteene acres, six acres, twenty seaven perches, nine acres three roodes and a halfe, the said seaven roodes of Creeke Abby lands, and the said three roodes of Samuel Bostons lands, towerds the south, and upon a peice of land belonging to the Rectory of Burnham Westgate in part and uppon Burnham Westgate grounds in part towerds the north, All which said severall peices of fifty acres, thirteene acres, six acres twenty seaven perches, nine acres three roodes and a halfe, and twenty acres three roodes and thirty three perches, doe conteyne together an hundred acres, And also wee did assigne and sett over unto the complainants the said peice of land whereon the said barne called Wymondham Barne sometimes stood being the scyte of the Complainants said Mannor as is aforesaid, conteyning an acre and a half be it more or lesse as it lyeth betweene the lands of the late dissolved Monastery of Walsingham on the east part and the lands of Peter Cooke clerk on the west part, and abutting upon Brancaster gate towerds the north and upon the Close of the said Peter Cooke towerds the south, a certaine way called Stye way lying through the south end of itt, and that in full satisfaction aforesaid the said severall peices of land shall hereafter bee accompted lands belonging to the Complainants said Mannor of Burnham Wyndhams, and that the said Complainants should from henceforth quietly and peaceably have and hold the same to their successours for ever which on all parts is desired to be decreed accordingly, **As by** the same Certificate subscribed [p. 254] under the hands of the said Thomas Holl and Edmund Bullocke two of the Commissioners in the said order named as also subscribed under the hand of the said Edmund Bedingfeld another of the Commissioners in the same order likewise named, together with a certaine addition thereunto inserted as certified by the said last named Commission onely remayning of Record in this Court itt plainly doth and may appeare. **After which** said certificate made and certified into this Courte in forme aforesaid the fifteenth day of April last past was appointed

by this Courte for hearing of the said Cause. **Att which day** the matter in question between the said parties coming to be heard in this Courte accordinglie, the Complainants Counsell attended for that purpose, but the defendants made default albeit they were served with processe to heare Judgement that day as by affidavits then read in Courte appeared, whereupon it was informed by the Complainants Councell that the before mencioned Commission being formerly awarded unto the said Thomas Holl and Edmund Bullock Esquires with others for the setting out and bounding of certaine lands for the Complainants the said Holl and Bullocke had returned the before repeated certificate under their hands being Commissioners on either part, whereby it appeared that they had bounded and sett out certain lands for the Complainants which they were willing to accept. Itt was thereupon ordered by this Courte that the defendants should have notice thereof and shew cause to this Courte on that day then fortnight, wherefore the Certificate so certified and returned into this Courte under the hands of the said Thomas Hall and Edmund Bullocke Esquires should not be ratified and confirmed by the authority and decree of this Courte, **According** to which time so given the defendants for sheweing of cause as aforesaid they the defendants did by their learned Councell the fourth day of this instant May upon a false pretence and misinformation to this Courte procure the decreeing of the said certificate for that time to be stayed, ~~Howbeit~~ this Courte being afterwards informed by the learned Counsell of the said Complainants on the eighth day of this present May that the foresaid Commission being directed to foure Commissioners or any three of them to bound and sett out lands for the Complainants and that the said Commission being executed by three of the Commissioners [p. 255] two of them made the said Certificate and subscribed their names thereunto, which was afterwards subscribed by a third Commissioner with some addition thereunto, And that the Complainants having obteyned the said Order of the Fifteenth of April last past for decreeing of the same Certificate if cause were not shewed to the contrary within a fortnight the defendants Councell mooved the foresaid fourth day of this

present, alleadging that onely two of the said Commissioners had testified without any warrant or direction of this Courte, not informing that another of the Commissioners had subscribed the said Certificate with addition as aforesaid and thereupon obteyned an order to stay the decree of the said Certificate. Wherefore it was on the said eighth day of this instant May aforesaid ordered by this Courte, the said order of the fourth of the same moneth notwithstanding, that if the said defendants should not at the then next Generall Seale shew unto this Courte good cause unto the contrary, then the said Certificate so made and returned by two of the said Commissioners and subscribed by the third Commissioner (the said addition excepted) should be ratified and confirmed by the decree and authoritie of this Courte to be performed by all the said parties to all intents and purposes according to the tenor effect and true meaning thereof. **And now** forasmuch as no cause to the contrary of the said Order hath been hitherto shewed unto this Court on the part of the said defendants as by the Certificate of the Register of this Courte made in that behalfe appeareth, **It is therefore** this present Friday that is to say the one and twentieth day of May in the yeare of the Reigne of our Sovereigne Lord James by the grace of God of England France and Ireland King, Defender of the Faith, etc., the two and twentieth, and of his highnesse reigne of Scotland the seaven and fiftieth, by the right hon^{ble} the reverend Father in God John Lord Bishop of Lincolne, Lord Keeper of the great Seale of England, and by the said high Courte of Chauncery ordered alleadged and **Decreed**, That the said Certificate so as aforesaid made and returned by two of the said Commissioners and subscribed by the third Commissioner (the said addition excepted) is and be from henceforth ratified and confirmed by the authority of this Courte, and this present decree to be performed by all the said parties to all intents and purposes according to the tenor effect and true meaning thereof. *Nobis igitur et cuilibet vestrum precipimus firmiter injungentes quod omnia et singula in iudicio sive decreto* [p. 256] *predicto contenta et specificata quantum et quoad vos seu aliquem vestrum in aliquo tangunt vel concernunt*

faciatis et perimpleteis et quilibet vestrum faciat et perimpleteis indilate juxta tenorem veramque intentionem Judicii sive Decreti predicti et hoc periculo incumbente nullatenus omittatis nec aliquis vestrum omittat. *Teste* me ipso apud Westmonasterium octavo die Junii anno regni nostri Angliæ Franciæ et Hiberniæ vicesimo secundo et Scotiæ quinquagesimo septimo,

Cesar Six.

Anno 1625

In superiori elapso anno custodis curæ commissum erat ut cum Domino Philippo Parker Equite aurato ageret de redditu hordei debiti manerio nostro de Burnham Thorpe ex manerio de Lathes, atque conventionem facta res rediit ut decimo septimo Junii 1625 concessum est dicto Domino Philippo Parker ut pro 16 quarteriis hordei debitis Collegio ex manerio de Lathes (in vel juxta Burnham), solveret quotannis Collegio octo libras ad annos viginti. Anno insequenti vero, viz. Junii 6. 1626, locatio communi sigillo Collegii confirmata fuit dicto Domino Philippo Parker ut constat ex libro Pandectarum.

Anno 1626

Hic annus nobis luctuosus exstitit, ob mortem celeberrimi viri Doctoris Gostlin Collegii Custodis, ac tunc temporis Academiæ Procancellarii, qui anno ætatis...21^{mo} Octobris post horam quintam pomeridianam pie et placide efflavit animam in sinum Domini. Hic vir hic est qui variis casibus jactatus (ut supra diximus) tandem favore numinis ad vota nostra nobis redditus, et tanquam in tutissimum portum faustissimis acclamationibus receptus est, ubi per septem plus minus annos quibus Collegio præfuit, diu desideratam nobis tranquillitatem et sibi gloriam, tantis meritis debitam, conciliavit; virum fuisse ultra communem hominum sortem doctum prudentem et sagacem, sæpius abunde testatum est; olim, Procuratorio munere perquam fœliciter administrato, totius Academiæ applausu haud usitato, postea dum inter Devonias conversatus

est, talem se probavit virum ut ab Excestrensibus¹ ad conventum [p. 257] Regni Parliamentarium unus e Burgensibus pro illo municipio honorifice demandatus erat; quo prospere functus officio ad Devonienses suos, quos sibi multis devinxit officiis, rursus se recepit; sed ibi non diu latuit, nam cum serenissimus Rex Jacobus in animo haberet suam invisere Cantabrigiam, præfecti Collegiorum statim cogitant de Gostlino revocando ut Respondentis in Medicina provinciam subiret, quam (prout virum undiquaque doctum decuit) ita sustinuit, ut ab Augustissimo Rege totaque qua cinctus erat corona egregiam inde laudem reportavit. A quo tempore Academicorum Regi (sic enim optimus Jacobus audire non est dedignatus) ita innotuit ut post paucos annos Gostlinum ad officium Custodis per socios electum, Regique per Literas suas commendatum (Regis non obstantibus literis ad Collegium prius datis) summa cum gratia approbavit, ut antedictum; et anno elapso, Professoris in Medicina vacante cathedra, Gostlinus regio diplomate illam capessere jussus est, ad quam Spartam ornandam accessit memoria felici, solido subactoque judicio, et eloquentia summa, his enim omnibus emicuit facultatibus, unde nullo unquam tempore cathedra illa ornatior, nec Medica Professio inter Cantabrigienses illustrior exstitit. Nec scholis tantum aut Comitiis publicis viri virtus se continuit, sed ad omne virile munus par Gostlinus Academica negotia plurimum juvit consiliis suis, bisque vocatus ad moderandas Academiæ habenas, (intravit enim et exit Procancellarius) haud minor erat expectatione votisque nostris; exhaustas enim replevit cistas, collapsam restituit disciplinam, artes liberales jacentes erexit, privilegia strenue asseruit, et ut verbo omnia complectar, Academiam reddidit florentissimam. Talem se exhibuit posteris in æternum cum honore spectandum et imitandum, vix ulli æquandum nunquam ab ullo superandum Academiæ Rectorem. Quod metoposcopi nugatores, ex fronte nescio quam truculentiam imaginati sunt, ex eo scilicet quod vultu referebat leonem, false omnino fuerunt et arte sua vaniores; aspectus enim ei quamvis erat talis qualis decuit virum magni et infracti animi, tamen

¹ He was member for Barnstaple, not Exeter.

placidissimi ejus mores et tractabiles satis, eos arguunt vanitatis. Hoc tamen non defitemur quod in censuris ferendis nescio quam præ se ferre severitatem solitus est, sed nihil huic vitio vertendum, semper enim vir optimus simul et prudentissimus, intra fines æquitatis imo laudabilis lenitatis se continuit, et hac arte vel nutu solo refractarium quemvis magis coercuit quam alii flagris vel gravioribus mulctis. Sed ut aliorum mores optime noverat formare, ita mentes scientiis informare semper [p. 258] ei curæ erat, quod et fœliciter præstitit frequentibus et elaboratissimis prælectionibus in scholis publicis dum cathedram insedit medicam; quas omnes intercidisce non possumus non dolere, ex ejus enim scriptis (quantum scimus) solum extant manu exaratæ orationes aliquot in publicis scholis habitæ, et tractatulus de Cometis quem Jacobo serenissimo, ob illum qui anno 1618 apparuit sollicito, in scriptis obtulit, indeque gratiam reportavit haud modicam. In more ei positum erat quotannis, ineunte primo termino, exhortatoria aliqua oratione Latine habita, in Sacello juvenum animos, vel ad pietatem accendere, vel ad bonarum literarum studia excitare, quam optimi custodis laudatissimam consuetudinem (spontaneam quamvis) omittere noluit, sed paucis ante obitum diebus, viz. 16^{mo} Octobris, ex morbo graviter languens concionem cygniam habuit, de dulcissimo nomine Jesu, quam pietate undique refertam his ultimis claudebat verbis, Jesu, Jesu, sis mihi Jesus: et protinus se subduxit loco sacro nec rursus unquam intererat divinis officiis, in publico administratis; sed in privatis ædibus sacram eucharistiam (sociis quoque communicantibus) summa cum devotione participavit, hoc viatico cœlestique medicina prospexit animæ. Morbo vero ingravescente, et lecto fixus, revisit testamentum et quæ valens statuerat jam infirmus confirmavit; quo nobis Caio-Gonvilensibus munificus extitit benefactor, et charitate nullo exemplo æquanda absque ulla sollicitatione ex proprio motu Aulæ Catherinæ societatis pomœria dilatavit, non ob alias ullas (quas novimus) rationes, nisi quod magnificus vir noluit musas in angusto habitare, ob quæ tam egregia beneficia optime meruit incomparabilis Gostlinus, ut sit ejus memoria in benedictione justorum. Quæ piis usibus legavit ex infrascripto testamento petenda.

Testamentum Gostlini, etc.

In the name of God Amen. I John Gostlin Dr of Physicke, and Master or Keeper of Gonvile and Caius Colledge in Cambridge being sicke of Body but of sound and perfect memory (praised be God), desirous to settle my poore estate, and prepare myselfe for a better world, doe make this my last [p. 259] will and testament bearing date the nineteenth day of October one thousand six hundred twenty and six, and doe by this Act revoke all other wills by me formerly made. **Emprimis** I render my spirit unto the Father of Spiritts, that is my soule into the hands of my Creatour, humbly beseeching him to receive it amongst the number of the faithfull departed, and with mercifull eyes to looke upon it, in the death and meritts and passion of his deare sonne my Redeemer and Saviour Jesus Christ the righteous to whom be praise and glory for ever, Amen. **Item** I bequeath my body if I dy in Caius Colledge to be buryed as neere my worthy freind and patron Doctor Legge as may be. If I dye elsewhere I wish it buried in Church or Chancell decently, and some little monument to be made at the discretion of my executour. I doe give a house or houses called the Rose and Crowne in the Towne of Cambridge, purchased of Joane Symons, vid. unto the Master or Keeper and fellowes of Gonvile and Caius Colledge in Cambridge and to their successours for ever. **Item** I doe give to the said Master and fellowes and their successours my Annuity of thirty pounds a yeare, out of the Mannor and Lordship of Milton, with arrearage of rent already due, amounting to the summe of threescore pounds; which Annuitye I purchased of Mr Harris of the said towne. **Item** my will is that for the first seaven yeares they shall onely gather into the Colledge Chest the rents of the forenamed house or houses and also of the aforesaid Annuity, and that time being expired the Master and fellowes for the time being shall out of that money, together with the houses and the Annuity, make sufficient and good assurance unto Caius Colledge aforesaid of forty pounds a yeare for ever to be

employed as followeth; That is to say foure Schollers, borne in the Cittie of Norwyche five pounds apeice per annum, in toto twenty pounds; *Item* for a feast upon my Mortuary day foure pounds; *Item* to the Master of the Colledge the same day for his care to see my will performed fourty shillings; *Item* to the Preacher who shall Commemorate that day, (who I leave to the appointment of the said Master) thirteene shillings and foure [p. 260] pence; *Item* to the Senior fellowes that shall be at home and present three shillings foure pence apeice; *Item* to the schollers of my foundation that shall be at home and present two shillings six pence apeice; *Item* the rest that shall be yearly accruing I give to the Colledge Chest. *In witnes* whereof I have sett my hand to the former pages, and my hand and seale to the last, per me Johannem Gostlin. In the presence of Matthew Stokys, Francis Hobman, Edm: Michel, Ed. Salter, Giles Sandford, Wm. Cuppey. *Probatum*

Thomas Bachcroft, Artium Magister, et Collegii hujus socius, unanimi omnium sociorum consensu, 22^o Octobris 1626 in locum Gostlini suffectus est, ejus tamen electionem Robertus quidem Lane S. Theol. Doctor et Collegii D. Johannis socius, cum aliis clam subvertere machinati sunt, unde Collegio accessit non levis molestia; cum enim electus Custos per socios Collegii (prout statuta jubent) præsentaretur Cancellario, is fictis illorum rumoribus fidem habens moras nectere cœpit approbandi, et nescio quæ illegalia causatus inquisitionem instituit extrajudicalem in electionem, cum per statuta Collegii nullum jus electionem discutiendi Cancellario conceditur nisi dissentientibus sociis et legitime requisitus fuerit; imo e contra cavetur ne talem exerceat auctoritatem non concessam. Sed eligentium inconcussa constantia ad asserendam electionem, licite et legitime factam, et jurisconsultorum sententiis eam confirmantium, tum etiam tota Academia (exceptis malevolis quibusdam clanculariis) scripto quodam approbante electionem et propriis manibus attestante, Cancellarius veritus ne ob tam inique factum odium omnium et obloquium incurreret, cessavit ulterius molestiam creare Collegio, et rata habita electione Thomam Bachcroft dignissimum Custodem 22^{dum} domum dimisit

Cancellarius, sed ex hoc ejus tam iniquo facto non leve accrevit damnum Collegio, et 55^{li} 6^s e cista communi in sumptu, itinerando, ad aulam inutiliter expectando, etc.

Lis orta (hoc anno) inter firmarium nostrum terrarum in Tuttington et vicinum vindicantem sibi jus semitæ ducentis per fundos nostros; sed cum pars quæritans foro cessit, a nostris partibus adjudicatum fuit, quæ autem fuerit lata sententia, patet ex hoc scripto.

pages 261, 262 blank

[p. 263] Thomas Bachcroft jam confirmatus Custos, quo promoveret Collegii commodum omnibus modis studet, atque inter cætera quæ in administratione officii utiliter gessit, hoc anno opportune se offerente occasione augendi reditus Collegii eam non neglexit, sed in utilium fundorum emptiones (prout statuta jubent) Collegii pecuniam erogavit, et 6^{to} Novembris hujus anni e communi cista exemptæ sunt 21^{li} ad emendum claustrum ut vocant pasturæ juxta molendinum nostrum in Shelford magna, a Johanne Gostlin tunc temporis socio ex fundatione Jocosæ Franckland, cujus concessionis scriptum sic se habet;

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[p. 265] Johannes hic memoratus Gostlinus, Doctoris Gostlini ex fratre nepos Norwicensis, et ut modo dictum Collegii socius, vir doctus et in disputationibus acris et acutus, relicto Collegio Bibliothecam nostram ornavit codice S.S. Bibliborum eleganter manuscriptorum, 1627.

Finienti anno, viz. Martii 13^{tho}, convenit inter Collegium et Martinum Perse armigerum de emendis quibusdam fundis, viz. tenementis, et 26 acris et 4 pedibus terræ arabilis, in Basingbourne in Comitatu Cantabrigiensi jacentibus, pro quibus accepit a Collegio centum et octoginta libras sub certis tamen conditionibus et articulis quos infra scriptos una cum ejus concessionis charta hic exhibemus.

Concessio Martini Perse, &c.

This Indenture made the two and twentieth day of March in the third yeare of the reigne of our Sovereigne Lord Charles by the Grace of God of England Scotland France and Ireland King, defender of the Faith, &c., Betweene Martyne Pearse of Cambridg in the Countie of Cambridge Esquire of the one part, and William Moore William Lynge Edmund Eade and William Leweing Masters of Arts and fellows of Goneville and Caius Colledge in the Universitie of Cambridge of the other parte, ~~Witnesseth~~ that the said Martine Pearse for and in consideration of the summe of one hundred and fourescore pounds of lawfull English money, unto him in hand paid by the said William Moore William Ling Edmund Eade and William Leweing, hath given granted bargained and sould enfeoffed and confirmed, and by these presents doth fully freely and absolutely give grant bargaine and sell enfeoffe and confirme, unto the said William Moore William Lynge Edmund Eade and William Leweing and to their heyres, one Messuage or Tenement with an orchard conteyning halfe an acre of ground, and all and singular the appurtenaunces to the said Messuage and premisses belonging, scytuate and being in Bassingbourne in the aforesaid Countie of Cambridge in a [p. 266] certaine streete there called Shitborowe Streete, next unto the Common, the brooke running betweene the said Messuages and the Common, and also twentie and six acres and foure foote of arable land (be it more or lesse) lying dispersedly within the feildes and bounds of Bassingbourne aforesaid, as they are hereafter in these presents particularly mentioned and expressed (that is to say) In the... **Imprimis**, One twenty foote going through two furlongs next the lande of William Etheridge now in the occupacion of Francis Lynn Gent on the north, the east head thereof abutting upon London highway. Item one halfe acre being a headland to part of the Rectory of Weston Colledge, going through two furlongs and abutts as before. Item two acres and a halfe betweene balkes, lying on Buckland hill next the land of

Edward Waller on the north, the west head thereof abutteth upon the land of John Addams. Item one acre lying in Buckland next the land of Thomas Addams on the north, the west head thereof abutts upon a headland of Robert Stoughton and Mr Ree. Item one acre in Buckland Hill next the land of Mr Ree on the east, the north head thereof abutts upon the Butts of John Meed. Item five roods syding west upon a balke, next the land of Robert Goade, the south head thereof abutts upon Harefeild ditch and Newclose. Item two acres lying next the land of one Dunn on the south, the east head thereof abutts upon London Waye, and the west head upon a headland of Robert Stowton. Item halfe an acre next the lands of Nicholas Curtis on the north, the east head thereof abutts upon London Way, and the west head upon Mootelow furlong. In the Rowefeild, *Emprimis* five roodes going through two furlongs next the land of Richard Waller on the east, the north head thereof abutts upon Wendyhead, and the south head upon the Rowe Way. Item one acre going through two furlongs, lying betweene the lands of Sir Gyles Allington, the north head thereof abutts upon Wendyhead and the south head upon the Rowe Way. Item three acres and a halfe next the land of Henry Waller, on the north the west head thereof abutts upon the Rowe and the east head upon the Wendy Way. Item halfe an acre next the land of Sir Gyles Allington, on the south the east head thereof abutts upon a headland of John Meade and the west head upon the Rowe. Item halfe an acre in the Willowes, next the lands of [p. 267] Henry Ward on the east the south head thereof abutts upon Mobbs headland. Item one roode in Knapcote furlong next the land of Sir Giles Alington, on the south, the west head thereof abutts upon Wendy Waie. In the Brooke feild. *Imprimis*, one acre next the land of Nicholas Gray on the west and a Balke upon the east, the south head thereof abutteth upon Chadwell Brooke, and the north head upon a headland of Robert Goade, in the tenure of Richard Amy. Item one rood next the land of Nicholas Curtis on the north, the east head thereof abutts upon the Brooke and the west head upon a headland of Henry Waller. Item one roode lying

betweene the lands of Thomas Addams, the east head thereof abutts upon the Holme and the west head upon a headland of Richard Waller. Item one twenty foote lying next the land of Thomas Donne on the west and the lands of Sir Giles Allington on the east, the south head thereof abutts upon Brooke bridge Way. Item five roodes lying next the land of Sir Gyles Alingtonn on the east and upon the lands of Richard Waller on the west, the south head thereof abutts upon Brooke bridge Way. Item one forty foote headland lying next the land of William Bloose on the south, the east head thereof abutts upon the Millway and west upon Littlington feilds. Item one acre next the land of Sir Giles Alington on the east, the north head thereof abutts uppon a two acre peice of Sir Gyles Alingtonns, and the south head uppon Millwaye. Item two halfe acres lying next the lands of Sir Gyles Allingtonns on the east, the north and south heads thereof abutt upon Millway. Item one halfe acre lying next the land of Mr Thomas Turpin on the east, the south head thereof abutts upon Millway. Item one rood in Shortboulster furlong next the lands of Sir Giles Allington on the east, the north heade thereof abutts upon Millway, and the south head uppon the land of Robert Goades. And also the right title claime interest use demaund possession reversion remainder and remainders of in and to all and singular the premisses before mencioned, to be bargained and sold, and all and singular their appurtenaunces together with all the deeds charters evidences escripts writings and muniments concerning the same which the said Martine Perse now hath or hereafter may come by without suit in law. All such said deeds evidences writings and muniments the said Martine Perse doth promise by these presents to deliver unto the said William Moore William Lyng Edmund Eade and William Lewing their heyres and assignes upon demaund [p. 268] respectively, *To have and to hold* the said Messuage or tenement orchard and all and singular the arable lands and prebargained premisses with the appurtenaunces, together with all the said deeds evidences escripts, writings, and muniments concerning the same unto the said William Moore William Lyng Edmund Eade and William Lewinge, their heyres and

assignes for ever, to be held of the cheif Lord or Lords of the Fee or Fees thereof, by the tenure of free socage onely and not in capite, and also by the Rents and services thereof from henceforth due, neverthesse to the intent and upon a special confidence and trust that the said William Moore William Lyng Edmund Eade and Wm. Lewinge and the survivours and survivour of them and the heyres of the survivours and survivour of them shall not onely from henceforth from time to time permitt and suffer the Master and fellowes of Gonville and Caius Colledge in the Universitie of Cambridg founded in the honour of the Annunciation of the blessed Mary the virgine and their successours, to receive and take all and singular the rents issues and profitts of the said premisses, by these presents mencioned to be bargained sold and conveyed, and the same to dispose to the proper use and behoofe of them the said Master and fellowes, and of their successours, but also shall and will hereafter at such times as the said Master and fellowes of the said Colledge for the time being shall thinke fitt or require, grant assure and convey the aforementioned Messuage lands and premisses unto the said Master and fellowes and their successours, to the proper use and behoofe of the said Master and fellowes and their successours. And the said Martine Perse and his heyres the aforesaid Messuage orchard lands and premisses with the appurtenaunces unto the said William Moore William Lyng Edmund Eade and William Leweing their heyres and assignes against all and every person, shall and will for ever hereafter warrant and defend. And the said Martine for him his heyres executours and administratours doth by these presents covenaut grant to and with the said William Moore William Lyng Edmund Eade and William Leweing their heyres and assignes in manner and forme following (that is to say) that he the said Martin Peirce is at the time of the making and deliverie of these presents lawfully and rightfullie seized of and in the said Messuage orchard lands and all and singular the premisses with the appurtenaunces by and in these presents granted conveyed or hereby mencioned to be granted or conveyed, of a good sufficient and absolute estate, in fee simple to the use of him and his heyres, without any use,

trust, condicion, or limitation, and that he hath full power and [p. 269] lawfull interest and authoritie to bargain and sell grant convey and assure the aforementioned prebargained premisses and everie part and parcell thereof unto the said William Moore William Lynge Edmund Eade and William Leweing their heyres and assignes in manner and forme afore-said. And also that the said Messuage orchard lands and premisses, with the appurtenaunces hereby granted bargained sold or conveyed or mencioned or intended to be granted bargained sold or conveyed, are held by the tenure of free socage only and not by Knight's service, nor in capite; and are of the cleare yearely value of eleven pounds over and besides all charges reprizes and deductions thereoute or therefore going issuing or to be expended whatsoever, And that the same premisses before the making of this present bargain and sale and conveyance truely were and now at the time of the sealing and deliverie of these presents are plainly and truely lett and demysed for and at the said cleare yearely rent and revenue of cleven pounds above all charges reprizes expenses and deductions whatsoever. And also that he the said Martine Perse and Katherine his wife and the heyres of the said Martine and everie of them shall and will at all times hereafter from time to time at the onely costs and charges in the law of the said William Moore William Lynge Edmund Eade and William Leweing their heyres and assignes or the heyres and assignes of the survivour of them, well and sufficiently doe make knowledge and execute or cause and suffer to be done made knowledged and executed all and everie such further act and acts, thing and things, conveyance and conveyances, assurance and assurances, devise and devises in the law, whatsoever, for the further better and more perfect conveyance assurance surety and sure making of the said Messuage or tenement orchard lands and premisses hereby mencioned or intended to be conveyed with the appurtenaunces and of every part and parcell thereof, unto the said William Moore Wm. Lynge Edmund Eade and William Leweing their heyres and assignes and the heyres and assignes of the survivour of them upon the trust and confidence aforementioned, and for the proper behoofe of

the said Master and Fellowes and their successours, be it by fyne feoffement recoverie with double or single voucher deed or deeds inrolled or not enrolled enrollment of these presents, release and confirmacion with warrantie against the said Martine Perse and his heyres and against all and singular other person and persons, as by the said William Moore William Lynge Edmund Eade and William Lewinge their heyres and assignes respectively, or by his or their Counsell learned in the Law, shall be advized devised or required, so as the said Martyne Perse and his said wife and the heyres of the said Martyne Perse be not compelled to travell thereabouts, [p. 270] further then the towne of Cambridge aforemencioned. And also that the said Messuage or tenement orchard land and premisses all and everie of them hereby granted bargained and sold or conveyed, mencioned or meante to be bargained sold or conveyed, and everie part and parcell thereof now are and be, and shall and may for ever hereafter stand remaine continue and bee, unto the said William Moore William Lynge Edmund Eade and William Leweing their heyres and assignes free and cleare and freely acquitted exonerated and discharged, and att all times from time to time well and sufficiently saved and kept harmlesse of and from all manner of former bargaines sales gifts grants leases joyntures dowers entayles uses demyses condicions lymitations forfeitures seisesures causes of forfeiture and seisure intrusions issues rents arrearages of rents statutes recognizances judgements debts to the Kings Majestie and all other titles charges troubles and incumbrances whatsoever. And also that the said premencioned bargained premisses shall be alwayes hereafter from time to time discharged freed and saved harmlesse of and from the thirds and dower which may arise happen fall due or be claimed upon or after the death of the said Martine Perse by or unto the said Katherine Perse his now wyfe or any other wife of the said Martyne, and also that at the time of the sealing and delivery of these presents, the said Messuage or tenement with the appurtenaunces is in good and sufficient repaire, and that the said Orchard and grounds thereof doth containe halfe an acre of ground and well fenced and also replenished and stored with cherry trees and other

good fruite trees, and also with twelve elme trees at the least being of twenty yeares growth, besides other trees of divers sorts, and that the said lands mencioned in these presents to be bargained and conveyed are justly and truly scituate lying and abuttalled accordingly as in these presents they are expressed and mencioned to be, and also that he the said Martine Perse his heyres executours and administratours respectively shall and will at his and their costs and charges within one yeare next ensueing the day of the date of these presents make and write or procure to be made and written fairely in parchment a true just and perfect Terrear or Schedule justly conteyning the true extent number quantitie scituation and abuttalling of the premencioned or intended bargained premisses, and after the said making writing and finishing thereof shall within the said yeare deliver the same unto the said William Moore William Lynge Edmund Eade and William Leweing and their heyres and assignes, to the intent the same may be by them delivered over to the said Master and fellowes of Gonvile and Caius Colledge to be perpetually kept and [p. 271] preserved by them the said Master and fellowes and their successours. And the said William Moore Wm. Lynge Edmund Eade and William Leweing for them their heyres executours administratours and assignes doe covenant and grant to and with the said Martine Perse his heyres and assignes in manner and forme following (that is to say) that hereafter from time to time so often as the said Martine Perse his heyres and assignes shall have cause or occasion to shew forth or use all or any of the charters evidences and muniments concerning the prebargained premisses by reason of any voucher to warranty aide suite or other matter needing or requiring the view or shew of the said evidences charters or muniments or any of them, either by or before any Judge as for perusall by or upon Councell at Law, they the said William Moore William Lynge, Edmund Eade and William Leweing their heyres and assignes shall and will as farre as shall be within their power respectively upon demand, and at the costs and charges and for the said necessary use and behoofe of the said Martine Perse his heyres and assignes, suffer the said evidences

charters and muniments to be viewed and perused accordingly, and also suffer so farre as shall be in their power the said Martine Perse his heyres and assignes to take coppies in writing, from out of the said charters evidences and muniments concerning the conveying of the prebargained premisses and other lands in Bassingbourne or any parcell of them from John Lynn of Bassingbourne aforesaid Esq., unto William Lynn his sonne and heyre apparent, and from the said William Lynn unto Elizabeth his wife and from the said Elizabeth and Robert Cromwell Esq., her second husband, unto Sir Oliver Cromwell Sir Philip Cromwell Knights, Henry Cromwell and Richard Cromwell Esquires, And from the said Oliver Cromwell Sir Philip Cromwell Henry Cromwell Richard Cromwell and Elizabeth then widdow, unto the said Martine Perse and his heyres. And also that they their heyres and assignes and the heyres and assignes of the survivour of them shall and will at all times hereafter from time to time, at the reasonable requests and at the costs and charges of the said Master and fellowes of Gonvile and Caius Colledge and their successours, grant assign convey and passe over unto the said Master and fellowes and their successours, and to their proper use, all the right title estate interest which they the said William Moore William Lynge Edmund Eade and William Leweing now have or shall have of in and to the prebargained premisses, and all and everie the evidences writings terrears and muniments aforemencioned, according to the trust and [p. 272] confidence by and in these presents in them reposed or mencioned to be or intended to be reposed, and also deliver or cause to be delivered unto the said Master and fellowes and their successours all the deeds writings terrears evidences and muniments concerning the premencioned prebargained premisses or any part or parcell of them, *In witness* whereof the parties first above named to these presents have interchangeably putt to their hands and seales the day and yeare first above written.

This Indenture made the two and twentieth day of March in the third yeare of the Reigne of our Sovereigne Lord Charles by the grace of God of England Scotland France and

Ireland King, defender of the Faith, &c., betweene Martyne Perse of Cambridge in the Countie of Cambridge Esquire on the one part and William Moore William Lynge Edmund Eade and William Leweing Masters of Arts and fellows of Gonvile and Caius Colledge in the Universitie of Cambridge aforesaid on the other part, ~~Witnesseth~~ that the said Martine Perse for and in consideration of the summe of one hundred and four-score pounds of lawfull money of England to him by the said William Moore William Lynge Edmund Eade and William Leweing before the ensealing hereof paid, as for divers other good and lawfull considerations him thereunto mooveing, hath bargained and sold and by these presents doth bargain and sell unto the said William Moore William Lynge Edmund Eade and William Leweing to their heyres and assignes, one Messuage or tenement with an orchard, conteyning halfe an acre of ground and all and singular the appurtenaunces to the said Messuage and premisses belonging scituate in Bassingborne in the said Countie of Cambridge in a certain streete called Shitborow street next unto the common, the brooke runninge betweene the said Messuage and the common, and twenty and six acres, and foure foote of arable land (be it more or lesse) lying dispersedly in the feilds and bounds of Bassingborne aforesaid as they are particularly expressed and sett forth in a paire of Indentures bearing the date of these presents made betweene the said Martine Perse on the one part and the said William Moore William Lynge Edmund Eade and William Leweing on the other part, **To have and to hold** the said Messuage or tenement orchard and all and singular the arable [p. 273] lands and prebargained premisses with the appurtenaunces unto the said William Moore William Lynge Edmund Eade and William Lewinge their heyres and assignes, to the sole and proper use and behoofe of the said William Moore William Lynge Edmund Eade and William Lewinge their heyres and assignes for ever, to be holden of the cheife Lord and Lords of the fee or fees thereof by the services thereof due and of right accustomed, and the said Martine Perse and his heyres the aforesaid Messuage or tenement orchard and the said twenty and six acres and foure foote of arable land with

the appurtenances to the aforesaid William Moore William Lyng Edmund Eade and William Leweing, to the use and behoofe abovesaid, against him the said Martine Perse and his heyres and against all and everie other person and persons whatsoever clayming the premisses or any part or parcell thereof from by or under him the said Martine Perse, and all other person or persons, doth warrant and for ever doth defend by these presents. In ~~Witness~~ whereof the parties abovesaid to these present Indentures interchangeably have put to their hands and seales the day and yeare first above written.

Ad has terras in Bassingborne emendas 100^{li} erant ex supra memorata donatione Doctoris Harvey, et hac usque reservatæ, ad fundandum discipulatum Harveanum in posterum nominandum; summæ quod erat reliquum, viz. 80^{li}, communis cistæ erogavit ad incrementum ejusdem cistæ per residuum redditus istarum terrarum, atque hoc provide factum ad compensandum damnum quod per molendinum aquaticum in Shelford antea sustinuit Collegii cistæ.

Anno 1628

Sexto Maii Edwardus Baldwin Suffolciensis electus scholaris primus ex fundatione Doctoris Harvey. Hujus scholariatus census annuus consensu custodis et sociorum statuitur 4^l 10^s, quod supererit redditus e nuper emptis terris in Bassingborne communi cistæ cedere voluerant, in usus modo dictos anno superiori.

13^{tio} Junii. Custos et socii, quo melius officio Capellani ex fundatione Jocosæ Franckland provisum sit, decretum condunt et ad finem libri Statutorum describi voluerunt, ut semper præsto esset cum opus fuerit. Decretum tale.

Because neither the Will of M^{ris} Frankland, nor the late decree touching the Chaplaine made by the Master and fellows 1595, hath provided sufficiently for the obligacion of him to the performance of the Colledge statutes, it is now therefore this present day, viz. decimotertio Junii 1628, capitularly ordeyned and decreed by us the Master and fellows of [p. 274] Gonville and Caius Colledge in Cambridge that every Chaplaine hereafter to be nominated and elected shall,

within one moneth after his nomination and election into the place of chaplaineshipp or conductshipp, solemnly promise in the Chappell to the Master and fellowes that he will faithfully and fully observe all the Statutes of the said Colledge which concerne the junior fellowes, viz. those which be of M^{ris} Frankland her foundation and likewise all decrees and laudable customes of the said College. And also that he will according to the will of his Foundresse M^{ris} Frankland keep every year twelve commonplaces, whereof six to be yearely made at such times as shall be assigned by the Master. It is also further ordeined and decreed at the same time and place that the nomination and election shall be actually voyde without any further cause for deprivation, whensoever any of the said Chaplaines doe or shall refuse to be subject to the Colledge statutes or decrees of the said Colledge, or shall deny to bind himselfe by promise to the observation of the above named statutes and decrees in manner and forme aforesaid.

Datum 13 Junii 1628

Thomas Bacheroft Custos

Robert Wells

Mathew Stokys

Thomas Wake

Thomas Cooke

Thomas Gostlin

Wm Moore

Wm Blankes

Wm Lynge

Edmund Eade

William Lewinge

Hoc anno in augmentum Manerii nostri de Wooborne in Comitatu Dorcestriæ consensu Custodis et sociorum centum et decem libræ impensæ sunt ad emendas terras Francisci Devenish, quibus Manerio illo annexis ejus status multo utilior et commodior redditus est, eo namque factum, ut jam integrum illud oppidum Caio-Gonvilenses solos agnoscit dominos et possessores.

Scripta quæ huc spectant, ita se habent.

[p. 275] This Indenture made the nineteenth day of July in the fift yeare of the reigne of our Soveraigue Lord Charles by the grace of God of England Scotland France and Ireland King, defender of the Faith, etc., Between Francis Devenish of

Billington in the Countie of Dorsett and Mary his wife, John Devenish of Bridgewater in the Countie of Summersett, clerke, and Joane his wife, on the one part, and the Master or Keeper of the Colledge of Gonvile and Caius founded in the honour of the Annunciacion of blessed Mary the Virgine in the Universitie of Cambridge and the fellowes of the said Colledge, and John Chetmell of Sherborne in the said Countie of Dorsett gent., on the other part, ~~Witnesseth~~ that the said Francis Devenish and Mary his wife, John Devenish and Joane his wife, for and in consideration of the summe of one hundred and tenn pounds of lawfull English money unto the said Francis Devenish and John Devenish by the said Master or Keeper and fellowes of the said Colledge well and truely satisfied and paid, the receipt whereof the said Francis Devenish and John Devenish doe by these presents confesse and acknowledge and thereof and of every part thereof doe acquitt and discharge the said Master or Keeper and fellowes of the said Colledge, and the said John Chepmell his executours and Administratours by these presents, ~~have~~ granted aliened enfeofed and confirmed and by these presents doe grant alien enfeoffe and confirme unto the said Master or Keeper and fellowes of Gonvile and Caius Colledge aforesaid and the said John Chetmell, ~~All~~ that tenement and sixteene acres of arable land two acres of pasture and one acre of meadow with the appurtenaunces lying and being in Woborne in the Countie of Dorsett aforesaid, now or late in the tenure or holding of the said Francis Devenish or his assignes, and all other their and everie of their lands tenements commons and hereditaments lying and being in the parish feilds or precincts of Woborne aforesaid, and the revercion and revercions remaynder and remaynders rents and services with all and singular the premisses with the appurtenaunces, ~~To have~~ and to hold the said tenements sixteene acres of arable lands two acres of pasture and one of meadow and all [p. 276] other the premisses with the appurtenaunces unto the said Master or Keeper and fellowes of the said Colledge and their successours, and the said John Chetmell his heyres and assignes, to the use and behoofe of the said Master or Keeper and fellowes of Gonvile and Caius Colledge aforesaid

their successours and assignes for ever, and to and for no other use intent or purpose whatsoever, **And** the said Francis Devenish and John Devenish for the considerations aforesaid doe also by these presents grant bargain and sell unto the said Master or Keeper and fellowes of Gonvile and Caius Colledge aforesaid, all deeds charters fines evidences and writings which they and either of them hath or without suite in law may come by touching or concerning the premises or any part thereof, the same to be delivered over to the said Master or Keeper and fellowes or their assignes at or before the Feast of St Michael next ensuing, fayre uncanceled and undeclared as now they are or bee, **And** the said Francis Devenish for him his heyres executours and administratours doth for himself covenante promise and grant to and with the said Master or Keeper and fellowes of Gonvile and Caius Colledge aforesaid their successours and assignes that, for and notwithstanding any acte or thing done or suffered by the said Francis Devenish to the contrary, they the said Francis Devenish and John Devenish at the time of the ensealing and delivery of these presents are or one of them is, and untill one fine shall be leyed and acknowledged of the premisses according to the true meaning hereof, shall and will stand and be seized of all and singular the premisses with the appurtenaunces of a good sure rightfull lawfull absolute and undefensible estate of inheritance in fee simple without any manner of condition power of revocation limitation of use or uses trust or trusts or any other matter or thing whatsoever to alter change determine and make voyd the same, **And** that they the said Francis Devenish and Mary his wife, John Devenish and Joane his wife, for and notwithstanding any act or thinge by the said Francis Devenish and Mary his wife or either of them done or suffered to the contrary, have or one of them hath full power lawfull and rightfull authority in their some or one of their owne rights to convey and assure the foresaid premisses hereby mencioned to be conveyed and assured unto the said Master or Keeper and fellowes and their successours, and John Chetmell and his heyres, to the use and behoofe of the said Master or Keeper and fellowes of Gonevile and Caius Colledge afore-

said their successours and assignes in maunier and forme [p. 277] aforesaid, **And** that the said Master or Keeper and fellowes their successours and assignes shall and may from time to time and at all times hereafter quietly and peaceably have hold use occupy and enjoy all and singular the premisses with the appurtenaunces without the lawful lett interruption suite trouble molestacion or deniall of them the said Francis Devenish and Mary his wife, or of any other person or persons whatsoever lawfully clayming or to clayme any estate or thing of in out of or to the same or any part thereof from by or under them or either of them, **And** that as well all and singular the premisses as also the said Master or Keeper and fellowes of Gonvile and Caius Colledge aforesaide their successours and assignes, shall for ever hereafter remayne and be freed acquitted and discharged or upon everie reasonable request saved and kept harmelesse of and from all former and other grants bargaines sales gifts joyntures dowers feoffments wills leases condicions uses trusts rents and charges rents secke arrearages of rent judgements executions statutes marchaunt and of the staple recognizances intrusions alienations without licence liveryes oustre le maynes titles troubles forfeitures extents debts to the King's Majestie and all other charges and incumbrances whatsoever heretofore had made committed done or suffered or hereafter to be had made committed done or suffered by them the said Francis Devenish and Mary his wife or either of them or any other person or persons whatsoever lawfully clayming or to clayme from by or under them or either of them, **And the said** John Devenish for himselfe his heyres executours and administratours doth by these presents covenaut and promise and grant to and with the said Master or Keeper and fellowes of Gonvile and Caius Colledge aforesaid their successours and assignes that for and notwithstanding any act or thing done or suffered by the said John Devenish to the contrary they the said John Devenish and Francis Devenish at the time of the ensealinge and delivery of these presents are or one of them is and untill one fine shall be levyed and acknowledged of the premisses according to the true meaning hereof shall and will stand and be seized of all and singular the

premisses with the appurtenaunces of a good sure rightfull lawful absolute and indefeacible Estate of Inheritance in fee simple without any manner of condicion power of revocation limittation of use or uses trust or trusts or any other matter or thing whatsoever to alter change determine and make voyde the same, **And** that they the said John Devenish and Joane his wife Francis Devenish and Mary his wife for and notwithstanding any act or thing by the said John Devenish and [p. 278] Joane his wife or either of them done or suffered to the contrary have or one of them hath full power lawfull and rightfull authority in their some or one of their owne rights to convey and assure the aforesaid premisses hereby mencioned to be conveyed and assured unto the said Master or Keeper and fellowes and their successours and John Chetmell and his heyres to the use and behoofe of the said Master or Keeper and fellowes of Gonville and Caius Colledge aforesaid their successours and assignes in manner and forme aforesaid, **And** that the said Master or Keeper and fellowes their successours and assignes shall and may from time to time and at all times hereafter quietly and peaceably have hold use occupie and enjoy all and singular the premisses with the appurtenaunces without the lawfull lett interruption suite trouble molestation or deniall of them the said John Devenish and Joane his wife or of any other person or persons whatsoever lawfully clayming or to clayme any estate or thing of in out of or to the same or any part thereof from by or under them or either of them, **And** that as well all and singular the premisses as also the said Master or Keeper and fellowes of Gonville and Caius Colledge aforesaid their successours and assignes shall for ever hereafter remayne and be freed acquitted and discharged or upon every reasonable request saved and kept harmelesse of and from all former and other grants bargaines sales gifts joyntures dowers feoffements wills leases condicions uses trusts rents charges rents secke arrearages of rent judgments executions statutes marchant and of the staple recognizances intrusions alienations without licence liveries ouster le mayne titles troubles seizures extents debts to the Kings Majestie and all other charges and incumbrances whatsoever

heretofore had made committed done or suffered or hereafter to be had made committed done or suffered by them the said John Devenish and Joane his wife or either of them or any other person or persons whatsoever lawfully clayming or to clayme from by or under them or either of them. **And** the said Francis Devenish severally for himselfe and his heyres and the said John Devenish severally for himselfe and his heyres for the better assurance of the said tenements and premisses according to the intent of these premisses and for the considerations aforesaid doth covenauant promise and agree to and with the said Master or Keeper and fellowes of Gonvile and Caius Colledge aforesaid their successours and assignes that they the said Francis Devenish and Mary his wife John [p. 279] Devenish and Joane his wife shall and will at the costs and charges in the law of the said Master or Keeper and fellowes of the said Colledge their successours and assignes before the end of Hillary tearme next ensueing the date hereof knowledge and levy before the Justices of his Majesties Court of Common Pleees at Westminster one or more fine or fines *sur conusans de droit come teo* etc. with proclamations in due forme of law thereupon to be had and made according to the common course of fines with proclamations in such cases used unto the said John Chetmell and his heyres of all the aforesaid premisses with the appurtenaunces by such name and names and in such sort manner and forme as by the said Master or Keeper and fellowes their successours and assignes or by their Councell learned in the law shall be reasonably advized and required. **And** it is hereby covenauanted concluded and agreed by and betweene the parties to these presents that the said fine or fines so or in any other manner to be had and levyed and all and every other fine and fines hereafter to be levyed betweene the said parties or any of them of the premisses or any part thereof shall be and inure and shall bee adjudged construed and taken to bee and inure to the onelie use and behoofe of the said Master or Keeper and fellowes of Gonvile and Caius Colledg aforesaid their successours and assignes for ever, and to none other use or purpose whatsoever, **And** the said Francis Devenish severally

for himselfe and his heyres and the said John Devenish severally for himselfe and his heyres doth furnish covenant promise and agree to and with the said Master or Keeper and Fellowes their successours and assignes that they the said Francis Devenish and Mary his wife John Devenish and Joane his wife and their respective heyres and assignes and all and every other person or persons lawfully clayming or hereafter lawfully to clayme any estate or thing in the premisses, or any part thereof, by or under them or either of them respectively, for the further and more better assuring surety and sure making of all and everie the before mencioned premisses with the appurtenaunces unto the said Master or Keeper and fellowes of Gonvile and Caius Colledg aforesaid their successours and assignes according to the true intent and meaning of these presents, shall and will at all time and times hereafter during the space of ten yeares next after the date hereof upon the reasonable request and at the costs and charges of the Master or Keeper and fellowes of Gonvile and Caius Colledge aforesaid their successours or assignes, make doe acknowledge execute and suffer or cause to be made done executed acknowledged and suffered all and everie such further and other reasonable and lawfull act and acts deed and deeds thing and things devise and devyses in the law whatsoever as by the Councell of the said Master or Keeper and fellowes of Gonvile and Caius Colledge aforesaid their successours and assignes learned in the Law shall be reasonably advised and required etc., as for the doing thereof the said Francis Devenish and John Devenish and their said wives be not compellable to travaile above the space of thirty miles from the place of their severall dwellings or aboades at the time of such request unto them or either of them to be made, **And** the said Francis Devenish and John Devenish for themselves and their heyres doe and shall warrante acquitt and defend in manner and forme aforesaid all and singular the premisses with the appurtenaunces unto the said Master or Keeper and fellowes of Gonvile and Caius Colledge aforesaid their successours and assignes against the said Francis Devenish and John Devenish their heyres and assignes by these presents. **En wītnes** whereof

the parties to these presents have hereunto interchangeably putt their hands and seales the day and yeare first above written.

Carolus Dei gratia Angliæ Scotiæ Franciæ et Hiberniæ Rex, fidei defensoris, etc. Omnibus ad quos presentes literæ nostræ pervenerint Salutem. Sciatis quod inter Recorda ac pedes finium cum proclamatione inde facta secundum formam statuti in hujusmodi casu nuper editam et prius coram justiciariis nostris de Banco apud Westmonasterium termino Sancti Michaelis anno regni nostri quinto **Continetur sic Dorso** Hæc est finalis concordia facta in curia Domini Regis apud Westmonasterium in octavis Sancti Michaelis anno regni Caroli dei gratia Angliæ Scotiæ Franciæ et Hiberniæ regis, fidei defensoris, etc., a conquestu quinto, coram Thoma Richardson, Ricardo Hutton, Francisco Harvey, et Henrico Yelverton, justiciariis, et aliis Domini Regis fidelibus tunc ibidem presentibus inter Johannem Chetmell generosum querentem et Franciscum Devenishe generosum et Mariam uxorem ejus et Johannem Devenishe clericum et Johannem uxorem ejus defensores, de sexdecim acris terræ, una acra prati, et duabus acris pasturæ, cum pertinentibus, in Woburne **Unde Placitum** Conventionis suum fuit inter eos in eadem Curia **Scilicet quod** predicti Franciscus et Maria et Johannes Devenishe et Johanna recognoverunt predicta tenementa cum pertinentibus esse jus ipsius Johannis Chetmell ut illa quæ idem Johannes habet de dono prædictorum Francisci et Mariæ et Johannis Devenishe et Johannæ, **Et illa** remiserunt et quietam clamaverunt de ipsis Francisco et Maria et Johanne Devenishe et Johanna, et hæredibus predicto Johanni Chetmell et hæredibus suis imperpetuum. **Et præterea** iidem Franciscus et Maria concesserunt pro se et hæredibus ipsius Francisci quod ipsi warrantizabunt predicto Johanni Chetmell et hæredibus suis predicta tenementa cum pertinentibus contra predictos Franciscum et Mariam et hæredes ipsius Francisci imperpetuum. **Et ulterius** iidem Johannes Devenishe et Johanna concesserunt pro se et hæredibus ipsius Johannis quod ipsi warrantizabunt predicto Johanni Chetmell et hæredibus suis predicta tenementa cum pertinentibus contra predictos Johannem Devenishe et Jo-

hannam et hæredes ipsius Johannis imperpetuum. **Et pro hac** recognitione remissione quieta clamazione warranto fine et concordia idem Johannes Chetmell dedit predictis Francisco et Mariæ et Johanni Devenishe et Johannæ sexaginta libras sterlingorum. **En tujus** rei testimonium sigillum nostrum ad brevia in Banco predicto sigillanda deputatis presentibus apponi fecimus apud Westmonasterium secundo die Octobris anno regis nostri supradicto

T. Richardson
Blake.

[p. 282] Circa hæc tempora lites exortæ inter antiquos tenentes terrarum nostrarum in Caxton in Comitatu Cantebrigiæ et Collegium.

[p. 283] Hoc Anno Franciscus Hughes Norfolciensis, Artium magister atque unus e Bedellis Armigeris istius Academiæ, ut monumentum fixum et non interitum maneret amoris et benevolentia suæ in nostrum Collegium, Bibliothecam nostram ornavit et instruxit Gregorii Sayri libris duobus, viz. *Clavi Regia* etc. quod sane donum non poterat non esse nobis pergratissimum quod matris amplexibus tradidit alumnum suum; author enim erat in hoc ipso Collegio per multos annos educatus, eique a sacro fonte inditum nomen erat Robertus, sed post ingressum Religioni Pontificiæ Gregorium audire maluit. Suffolciensis erat ex oppido Redgrave, educatus prius in ludo literario apud Buddesdale, 5^{to} July 1576 admissus in nostrum Collegium, pro eo fide jubente magistro Richardo Swayle. Qui plura de hoc nostro Roberto scire avet, consulat Johannem Pitseum de scriptoribus Angliæ ad annum 1602, ubi et viri vitam et studiorum rationem redditam inveniet.

Quo anno Sayrus hic concessit Cantebrigiam ad capiendum ingenii cultum eodem et alius hic merito memorandus in Collegio nostro admissus est, viz. Georgius Esteyus ab Essexia; qui ob egregiam virtutem et summam eruditionem inter socios Collegii meruit cooptari, viri fama apud externos celebris, Antonius enim Thysius Belga in præfatione ad tractatum cui titulus brevis *Explicatio Doctrinæ de electione*, etc., istud de hoc nostro refert elogium. Esteyus (inquit) ex Caii societate Cantebrigiæ

claruit cum clarissimo Whitakero, quo usus est admodum familiariter, et illius Academiæ spes altera fuit; orationem disertissimam habuit inter suos magna verborum et rerum ubertate et gratia instructissimam, qua veterem illam et nunc victam ac veterenosam calumniam, de spreta sanctitate, studioque pietatis, occasione doctrinæ, de fidei salutisque certitudine immota, amolitur.

Hæc apud Thyseum habentur, eo quo diximus libro, in quo, inter alia aliorum scripta, extat oratio illa Estheyi insignis. Editi quoque post mortem eximii viri uno volumine habentur tractatus aliquot Anglicano sermone scripti, qui pium fuisse et doctum virum satis indicant. Anno 1599 11^{mo} Octobris resignavit per literas jus suum in sodalitis, successitque ei per electionem Richardus Parker Artium Magister, de quo supra anno 1611. Estyus hic Sacræ Theologiæ baccalaureus fuit, cumque Collegio decesserat in Suffolciam Buriæ Sancti Edmundi concionatoris munus fideliter per aliquot annos ita sustinuit, ut post obitum summo in honore apud auditores habitus erat. Bibliothecæ nostræ dono dedit T. Livii *Decades*.

[p. 284] Huic Estyo, ut et etiam Sayro, institutor erat clarissimus vir Ricardus Swayle, ex comitatu Eboracensi, tunc temporis Magister Artium et socius, postea vero Juris Civilis Doctor, et Collegii hujus præses. Dum nobiscum convixit quinque inter benefactores fenestrarum enumeratur. Swaylus hic relicto Collegio ad negotia publica tractanda vocatus inter Magistros Cancellariæ et Curia de Arcubus doctores ascribitur; tandemque prout meritus est Equitis Aurati titulo insignitur. Honoratissimo Domino Christophoro Hatton supremi regni Cancellario erat ex intimis conciliis, vix unquam ab ejus latere discedens, ita ut ejus ope semper usus in Cancellariatus munere administrando nihil desiderari poterat vel in scientia vel juris praxi, sed prout officii ratio postulabat rigorem juris summa cum æquitate moderavit; minus igitur cauta videatur illa clarissimi Cambdeni censura, de hoc illustri viro Hattono, cum (inquit) quod deerat ei scientia juris supplevit æquitate, Swaylo enim usus conciliario, viro Juris peritissimo, æquitatem Juris basi ita statuminavit ut ex utraque parte nihil deerat quod merito desideraretur.

Anno 1629

26^{to} Maii. In absentia Custodis, Doctore Wells locum tenente ejusque autoritate munito, socii capitulariter congregati novam fecerunt provisionem pro Bibliothecarii stipendio, nimirum ut stipendium sex librarum annuatim ei persolvatur per Collegii œconomium, singulis quarteriis 30^s, ex pecuniis in manus œconomi quotannis ad convivandum deponendis per quæstionistas ad gradum Baccalaureatus promovendos. Hanc provisionem Custos per literas suas postea confirmavit, cassatis (ejus et sociorum consensu 20^{mo} Junii) quibuscunque decretis prius factis inter executores Doctoris Branthwaite et Collegium circa stipendium Bibliothecarii, si modo ulla unquam facta fuerant.

4^{to} Augusti. Decretum est per Custodem et socios, ut Custos, socius, aut quivis alius, ad quodcunque beneficium, curatum aut non curatum, a Collegio in posterum presentatus, se hæredes et executores suos in duplo valoris illius beneficii sponte obliget, se institutionem et inductionem quatenus in se est non omissurum aut alium quemcunque actum commissurum, quo illius præsentatio inanis et frustra reddatur aliudve committant in præjudicium Collegii, nec prius commune sigillum Collegii tali præsentationi apponendum, quam præsentandus sponte sua syngrapha hæc omnia præstare confirmet.

Syngraphæ forma talis esse solet.

[p. 285] Noverint universi per presentes me Thomam Wake Gonvilli et Caii Collegii socium in Artibus magistrum et clericum, teneri et firmiter obligari Thomæ Bachcroft Sacræ Theologiæ Doctori, Magistro sive Custodi Collegii de Gonville et Caius fundati in honorem Annunciationis beatæ Mariæ Virginis in Universitate Canteburgiæ et sociis ejusdem Collegii, in ducentis marcis bonæ et legalis monetæ Angliæ solvendis eisdem Magistro sive Custodi et sociis Collegii predicti aut successoribus suis. Ad quam quidem solutionem bene et fideliter faciendam obligo me pro toto et in solido hæredes executores administratores et assignatores meos firmiter per presentes sigillo meo sigillatos. Datum quinto die mensis Augusti, anno Domini

1629, et regni Domini nostri Caroli Dei gratia Angliæ Scotiæ Franciæ et Hiberniæ Regis, fidei defensoris, etc., quinto.

The Condition of this Obligation is such, that whereas the above named Master and fellowes, have presented the above bounden Thomas Wake to the Rectory of Bincombe in the diocesse of Bristoll, if therefore the said Thomas Wake doe within the space of five monethes next ensueing the date hereof, exhibit the said presentation to the Reverend Father in God the bishop of Bristoll his official generall or other Minister in that behalfe needfull whosoever, and by all meanes that he lawfully may seeke to be instituted and inducted into the said Rectory according to the lawes of this realme, so as by no meanes the said Rectory doe runne in lapse or the right title or interest of presentation or collation be devolved from the said Colledge to any other person or persons. And also if the said Thomas Wake being lawfully possessed of the said Rectory of Bincombe shall at any time hereafter resigne or leave the same, or else doe accept and take any other benefice with cure or without cure, or otherwise doe any manner of act or acts, thing or things, whereby he may be lawfully dispossessed of the said Rectory, or loose by law the same. If then the said Thomas Wake shall give certaine notice and intelligence of his said cession resignation acceptation of other benefice deprivation dispossession or losse in law, or other act or acts, thing or things, whereby he lawfully may be dispossessed or loose in law the said Rectory, within two monethes next after it shall happen any of the premisses to be done, to the said Master and fellowes and their successours, that then this obligation to be void or els to remayne in full force and effect.

Sealed and delivered in the presence of.....

3^{to} Octobris. Controversiæ inter Collegium et Johannem Hare militem, item inter Rogerum Tounshead Baronettem et Collegium.

24^{to} Novembris. Locatio terrarum a Devenish emptarum facta fuit Ægidio Sandeford pro annis duodecim a festo Michaelis 1629.

[p. 286] 18 Decembris. Willelmo Prime tenenti Custumario (ut loquuntur) ulmorum arboretum cædendi libertatem conces-

simus de quadam terra per copiam apud Teversham in Comitatu Cantebrigiae tenuta, partim ad reparanda cætera tenementa sua, partim ut Thomæ Heath firmario nostro quasdam de iis ulmos vendat ad reficiendas domus quasdam ibidem nostras, modo idem arboretum ad septennium sepe circumcingat ut ulmi recrescant; et duo tenentes de nostro manerio customarii an hoc vere præstitum sit sub pœna 40^s in proxima nostra curia ejusdem manerii dominis significant.

5^o Martii. Decretum est ut deinceps majoribus Comitii e nummis Magistrorum in Artibus ad conservandum in manus œconomi depositis, 40^s ad utensilia Collegii, eorum gratia vario usu attrita, instauranda, solvantur bursario ad Collegii usum: si quid vero spoliatum aut perditum fuerit, aliud restituere, aut justum valorem persolvere tenebuntur inceptores.

Anno 1630

Grassante per Cantebrigiam peste conveniunt Præfecti Collegiorum ad consultandum quibus modis Academicorum saluti melius prospiciatur, quo conventu tutissimum fore judicant exercitia scholastica omitti, tum publice tum privatim in Collegiis, et studiosi omnes (exceptis paucis ad custodiam Collegiorum relictis) ad loca tutiora se recipere jubentur, sed ne horum absentia diuturnior in damnum cedat officiariorum Collegii nostri, et quo melius subveniatur ministris nostris tenuioris fortunæ, 21^{mo} Aprilis Custos et socii ordinatione hac subscripta, horum incommodis et necessitatibus sic consultum esse voluerunt.

21 April 1630. Wee the Master or Custos and fellows of Gonvile and Caius Colledge whose names are hereunder written doe by these presents order weekly allowance to be allowed to the persons following during the whole time Almighty God shall please to visite the universitie or towne of Cambridge with the sicknesse of the plague.

	s	d	q
Imprimis to the Cooke that shall stay	06	00	0
Item to his boy	01	00	0
Item to the Cooke that shall goe abroad	06	08	0

	s	d	q
Item to the 3 Almeshouses equally to be distributed every weeke	10	00	0
Item to the baker	06	00	0
Item to the Colledge landresse her stipend viz.	01	02	0
Item to the butcher	03	04	0
Item to the Porter	04	00	0
[p. 287] Item to the butler	04	0	0
Item to his boy	02	0	0
Item to the cater	04	0	0
Item to the Custos his servant	03	4	0
Item to Samuel Smith the Colledge grocer	02	0	0
Item to Richard Harvey	01	0	0
Item to Mungy Powell	01	0	0
Item to Goodwife Gibson	01	6	0
Item to Ward, a poore servant	01	0	0

Also it is ordered that the Custos and all fellowes schollers and pensioners that shall stay in the Colledge during the visitation shall have their accustomed commons with reasonable allowance of bread and beere and detriments gratis, not paying anything for the same; and the sizers residing in the house to receive schollers commons with the same conditions, as also the baker and the cooke. Also it is ordered that if it shall please God to visite any residing in the Colledge with sicknesse then it is referred to the Custos and fellowes to make all manner of reasonable provision for them.

Also it is ordered that the absence of any fellow or scholler during the visitation shall not be prejudiciall to him to cause any abatement to be made in his stipend, or corne money, or any other dividend. Also it is ordered that moneyes to defray the charges of the premisses shall be raised out of the remaynes of commencements, disputations moneyes, and allocations, and feasts and commemorations that shall fall in the time of the visitation. Also it is ordered that the Master and fellowes residing in the Colledge, if they shall find anything necessary and convenient to be done not specified in the premisses, shall according to the present occasion doe that which shall be most fitt and expedient.

Thomas Bachcroft Custos, Robert Wells, Matthew Stokys,

Thomas Gostlin, William Moore, William Lyng, Edmund Eade, Francis Glisson, Thomas Wake.

Hoc anno Comitia majora in domo regentium celebrata fuerant.....die octobris ita ut statuta Academiæ in tali casu fieri jubent, et ne aditus ad gradum inepturis in aliqua facultate præcluderetur ex non concessa venia proponendi gratias secundum formam per statuta requisitam, visum erat Custodi et præsentibus in Collegio sociis ad petentium gradus promovendos expedire, non expectatis absentium sociorum suffragiis suis solis veniam concedere venerabilibus viris Johanni [p. 288] Cosin et Nathanieli Bowman ut inciperent in sacra Theologia, atque hoc illorum factum tali scripto subscriptis nominibus testatum fecere.

29 Septem. 1630. Wee the Master and fellowes of Gonvile and Caius Colledge whose names are under written doe testifie that wee have granted unto Mr John Cosin his grace to commence Dr in Divinitie the day and yeare above written, quantum in nobis est, in this extraordinary time of pestilence.

Thomas Bachcroft Custos
Robert Wells
Math. Stokys
Will. Lyng.

October the first 1630. Wee the Master and fellowes of Gouvile and Caius Colledge whose names are under written testifie that wee have granted unto Mr Nathaniel Bowman his grace to commence Dr in Divinitie the day and yeare above written, quantum in nobis est, in this extraordinary time of pestilence.

Thomas Bachcroft Custos
Robert Wells
Matthew Stokys.

Antiqua locatione manerii nostri de Caxton hoc anno finita et terminata, nova concessio terrarum nostrarum ibidem facta erat Gilberto Lewing de Hardingham in comitatu Norfolciæ generoso, 29^{mo} Octobris 1630, pro termino viginti annorum ea tamen conditione ut dictus Gilbertus in summa 100^{li} se obliget

ad expensam expendendam quadraginta libras in ædificiis extruendis in aut circa situm manerii illius de Caxton. Quod quomodo præstitum fuerit inquirendum.

Deus in æternum benedicendus respexit miseros Cantebrienses, ita ut extincta peste et restituta sanitate academici undique confluunt repetuntque intermissa studia, quam ob causam Custos et socii convenientes 29^{mo} Novembris modo dictis ordinationibus et solutionibus finem statuunt nec ulterius observari permittunt.

Licencia concessa Gilberto Lewing 22 Decembris ut evidencias nostras Caxtonianas inspiciat, ad recuperandas terras quasdam amissas, et faldagium apud Caxton in Comitatu Cantebriensi pro eventu inquirendum....

[p. 289] Anno 1631

Hoc anno Willelmus Harris de Milton in Comitatu Cantebriensi (qui in grandi pecuniæ summa Doctori Gostling erat obærat, quamque summam Collegio is moriens legavit) plurimum negotii nobis facessit, sed tandem compulsus ad solutionem numeravit quadringentas libras, communi cistæ reservandas, ad usus per testamentum venerabilis Gostlini statutos; quos præstitos in sequenti anno invenies cum mentio fiat emptionis terrarum in Weeting.

Anno 1632

Robertus Wells Medicinæ Doctor, Norfolciensis de Gissing, et socius hujus Collegii, hoc anno 1632 obiit. Hic, etsi medica praxi satis fœlix, maluit tamen animum suum applicari tractandis Collegii negotiis, quæ summa cum fidelitate et prudentia peregit, ita ut ejus fidei et providentiæ Collegium plurimum debet. Benevolum ejus in Collegium affectum moriens abunde testatus est, quod testamento condito Collegium constituit hæredem ex asse, cujus testamenti copiam hic subjunximus.

In the name of God Amen.

I Robert Wells Doctor of Phisicke and one of the senior fellowes of Gonvile and Caius Colledge in the Universitie of Cambridge being sicke in body, but reasonable well in minde and memorie, praise unto the Almighty God, doe make this my last will and testament. First I render up my soule into the hands of Almighty God looking to be saved by the onely meritts and passion of Christ Jesus my alone and alsufficient Saviour, and my body to be decently and orderly buried, at the appointment of my executor. Secondly I give and bequeath all my temporall estate and goods, as bonds, bills, bookes, moneyes, and whatsoever is or shall be accrewinge and due to mee upon just account, unto the Master and fellowes of Gonvile and Caius Colledge in the Universitie of Cambridge, and to their successours, to be bestowed upon pious uses for ever, according to their discretions, all my debts being first paid and my funerall charges deducted. And for the better performance of this my [p. 290] last will and testament I doe ordeyne constitute and make Thomas Bacheroft Doctor of Divinitie, Master of the above named Colledge, my especiall freind, my sole and alone executor, who I know will faithfully and truly execute the same accordingly. In wnesse whereof I have sett to my hand and seale the seaven and twentieth day of Aprill 1632.

Mem. Administratio commissa erat D^{ri} Bacheroft quarto die Maii 1632 ut patet in Libro testamentorum ad Academiam pertinenti, pag. 197.

Robertus Wells,
Rich. Colebrand, Daniel Trigge,
Matthew Trigge, Robert Gawdy,
James Peters.

Concordat cum originali. Ita testor Matthew Whin not. pub. et Almæ Universitatis Canteburgiæ registrarius principalis.

Convenit inter Collegium et Georgium Fowler generosum de emptione perpetuæ annuitatis, ad valorem centum librarum per annum, exeuntis ex manerio de Weeting aliisque terris juxta sitis, una cum jure patronatus duarum Rectoriarum de Weeting in Comitatu Norfolciæ in perpetuum; pro quibus Collegium solvit numeratis pecuniis dicto Georgio 1900^{li}, insuper viginti fere libris impensis ad meliorem confirmationem juris

nostri in præmissis per varia scripta, prout viri in Jure periti commodum fore statuebant. Prædictæ summæ, 1900^{li}, 400^{li} erant ex donatione Doctoris Gostling supra memorata, quas Collegium erogavit ad fundandos annuos redditus in usus statutos per testamentum dicti Doctoris.

This Indenture made the ninth day of April in the eighth yeare of the reigne of our soveraigne Lord Charles by the grace of God of England Scotland France and Ireland King, defender of the faith, etc., betweene George Fowler of Bromhil in the Countie of Norfolke gentleman of the one part, and Thomas [p. 291] Bachcroft Doctor of Divinity Master or Keeper of the Colledge of Gonville and Caius founded in the honour of the Annunciation of blessed Mary the virgine the fellowes and schollers of the same Colledge on the other part, **Witnesseth** that the said George Fowler for and in consideration of the summe of nineteene hundred pounds of lawfull money of England to him by the said Master and fellowes well and truely contented and paid, whereof the said George Fowler doth by these presents acknowledge himselfe fully satisfied and paid, **hath** given and granted bargained and sold, and doth by these presents for him and his heyres clearely give and grant bargain and sell, unto the said Master or Keeper and fellowes of the said Colledge and their successours the advowsions donacions free dispositions and the rights of the perpetuall patronages and presentations of and to the rectories and parochiall churches of Weeting in the said Countie of Norfolke called Weeting St Maryes, and Weeting all Saints, or by what other name or names the same are called knowne or distinguished, and also the yearely rent or summe of one hundred pounds of lawfull English money to bee issuing and going forth of all the mannors of Weeting with the appurtenaunces and out of all lands tenements and hereditaments now or heretofore knowne reputed or taken as part parcell or member of the said mannor, or now or heretofore demysed or occupied to or with the same, the which mannors and premisses, chargeable and charged with the said yearely rent as aforesaid, are scytuate lying and being in the severall townes or parishes of Weeting, Brandon Ferry, Wilton, Hock-

wold, Feltwell, Cranwayes and Moundeford or elcewhere in the Countie of Norfolke and also to the issuing and going forth of all other his lands tenements and hereditaments in the said Countie of Norfolke. **To have** and to hold the said advowcions, donations, free dispositions and rights of perpetuall patronages and rights of presenting to the said rectories, and parochiall churches aforementioned, **And also** to have hold perceive and enjoy the said annuity yearely rent or summe of one hundred pounds of lawfull English money unto the said Master or [p. 292] Keeper and fellowes and their successours and assignes to the onely proper use and behoofe of the Master or Keeper and fellowes of the said Colledge, and of their successours and assignes for ever payable yearely at or in the now common dyning Hall of the said Colledge within the said universitie of Cambridge at the feast of St Michael the Archangel and at the feast of the Annunciation of the blessed virgine Mary, or within eight and twenty dayes next after each of the said feasts by even and equall portions, the first payment thereof to begin at the feast of St Michael the Archangel next ensuing the day of the date of these presents, or within eight and twenty days after ; and the said George Fowler doth allso for him and his heyres further grant and agree to and with the said Master and fellowes of the said Colledge, and their successours in manner and forme following (that is to say) that if it shall happen the said yearely rent of one hundred pounds at any time and times to be behind, unpaid in part or in all by the space of six and fifty dayes next after any of the said feasts at which the same is before limited to be payd, that then the said George Fowler and his heyres shall forfeite loose and pay unto the said Master and fellowes of the said Colledge and their successours and assignes the summe of tenne pounds of lawfull English monie *nomine pænæ* for every such default, and also that if it shall fortune the said yearely rent or summe of one hundred pounds granted by these presents, or any part or parcell thereof, to be arreare and unpaid by the space of fowre score and fowre dayes next after any of the said feasts, or days limited for the payment thereof, that then the said George Fowler and his heyres shall forfeit or loose and pay unto the

said Master and fellowes and their successours and assignes the summe of five poundes more of lawfull English money *nomine pænæ* for every such default, the said severall summes of tenne pounds and five pounds so granted to be likewise issuing and going forth of the said mannor and premisses out of which the said yearly rent is limited to be issuing; And the said George Fowler doth for him his heyres and assignes further grant unto the said Master or Keeper and fellowes and their successours and assignes that if it shall fortune the said yearly rent, or summe of one hundred pounds, or the said summe or summes of tenn pounds and five pounds or any of them or any [p. 293] part or parcell of them to be behind and unpaid, that then it shall and may be lawfull, to and for the Master and fellowes of the said Colledge and their successours and assignes, at all and every time and times to enter into the said mannor, lands, tenements, hereditaments and premisses, out of which the said rents and summes of money are before limited to be issuing, and there to distreyne as well for the said annuall rent, or summe of one hundred pounds granted by these presents, and the arrearages thereof (if any such shall bee), as also for such summe and summes of money as shall be forfeited and lost in the name of a payne or paynes, and the said distresse and distresses so taken to withhold detain and keepe untill the same shall bee unto the said Master and fellowes and their successours and assignes fully satisfied and paid, and for the further securing and assurance of the true payments of the said rents and summes of money to the Master or Keeper and fellowes of the said Colledge and their successours, it is agreed by and betweene the said parties to these presents that the said George Fowler, and Rowland Fowler gent., father to the said George, and Osbert Fowler, gent., brother of the said Rowland, shall at the costs and charges of the Master and fellowes of the said Colledge and their successours, convey and assure to William Moore, William Blankes, Edmund Eade, Francis Glisson, of Gonvile and Caius Colledge in the universitie of Cambridge, Masters of Arts, Nathaniell Dod of the said Colledg Bachelour of Divinitie, Robert Sherringham of the Colledge aforesaid Master of Arts, and their heyres (who

are persons nominated by the said Master or Keeper and fellowes), the said mannor and premisses chargeable with the said rent, to the intent that they may at the like costs and charges of the Master and fellowes of the said Colledg reconvey the same unto the said George Fowler and his heyres, upon condicions and covenants for the further securing of the said rent and summes in such sort as is already agreed upon, in and by writings ingrossed mencioned to beare date the thirtieth day of Aprill in the eight yeare of the reigne of our said Soveraigne, and made betweene the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham of the one part, and the said George Fowler of the other part, and upon which the said Thomas Bachcroft hath on the day of the date of these present indentures indorsed his name. And the said George Fowler doth also for him, his heyres, executours, administratours and assignes covenante and grant to and with the said Master and fellowes and their successors in manner and forme following, that the said mannor and premisses out of which the said rent is limited, or any part of them, are not holden of the Kings Majestie in capite, and that the same are now of the cleare yearly value of two hundred pounds per annum besides all charges and reprises, And further that for or notwithstanding any act or thing heretofore done or to be done by the said George or by Rowland Fowler father of the said George or by George Fowler brother of the said Rowland, or any of them or any other, clayming by from or under them or any of them, or clayming by from or under any other person or persons whatsoever, the premisses shall continue for ever hereafter of the cleare yearly value of two hundred pounds besides all charges and reprises, except the said rent and summes *nomine pæne* hereby granted, and that he the said George Fowler, at the time of the making of these presents is seised of and in the said mannor, lands, tenements, hereditaments and premisses, out of which the said rent by these presents granted is to be issuing, as also of and in the patronages of the said churches, of a good sure absolute and undefeasable estate in fee simple without any condicion in any

other person or persons to alter change or determine the same, and also that hee the said George Fowler hath lawfull power right interest and authority to grant and convey the said rent, and the said patronages and advowsons in manner and forme aforesaid, **And also** that the said mannor lands tenements hereditaments patronages advowsons and premisses, with their appurtenaunces, are at the time of the making of this present indenture and so shall continue, clearly free acquitted and discharged of and from all and all manner of other bargaines, sales, gifts, grants, leases, feoffments, joyntures, dowres, statutes, and recognizances, bonds, rents, services, arrearages of rents and services, intrusions, fines, forfeitures, issues, amerciaments, iudgements, condemnations, executions, rights, wills, estates, [p. 295] uses, intayles, title, entryes, and condicions, And of and from the dower and title of dower of Ann the wife of the said Rowland, and of and from all other titles charges and incumbrances whatsoever other then the aforesaid rent charges and summes of money *nomine pœne* by these presents granted, And other then the rents, and services from henceforth onely to grow due to the cheife lord or lords of the fee, or fees thereof. **And** also that he the said George Fowler partie to these presents and his heyres, shall and will well and truely satisfie, content and pay, or cause to be satisfied contented and payd, unto the said Master and fellowes and their successours, the said yearly rent or summe of one hundred pounds granted by these presents at the aforesaid feasts of St Michael the Archangel and the feast of the Annunciacion of the blessed virgine Mary, or within eight and twenty dayes next ensuing each of the said feasts by even and equall portions. And that for non payment of the said rent by two equall payments at the feasts aforesaid, or within eight and twenty dayes next ensuing each of the said feasts or dayes of payment, and also for the non payment of the summe and summes of money due upon the payne and paynes aforesaid the said mannor lands tenements hereditaments and premisses shall bee from time to time lyable and overte to the distresse and distresses of the said Master and fellowes their successours and assignes, for the same rent and summe and summes of money aforesaid. And also that he the said

George Fowler partie to these presents and his heyres, shall and will, at any time and times within seaven yeares next ensuing the day of the date of these presents, at the costs and charges of the Master or Keeper and fellowes of the said Colledge and of their successours, doe and performe and suffer to be done and performed, all and every such further and other act and acts thing and things devise and devyses assurance and assurances in the law for the more sure making establishing and conveying of the said advowsions perpetuall patronages and the aforementioned prebargained premisses, unto the Master or Keeper and fellowes of the said Colledge and their successours be it by fine or fines recovery or recoveryes with single or double voucher, deed or deeds enrolled, or not enrolled, enrollment of these presents, or by all, every, or any of them, or by any other wayes or meanes, as by the Master or Keeper and fellowes of the said Colledge and their successours, at their proper costs and charges shall be reasonably devysed and required. And also that he the said George Fowler, partie to these presents, [p. 296] and his heyres, shall and will at all and every time and times hereafter, place and places, when where and as often as for the defence of the right and title of the said advowsions and rent charge, the Master and fellowes of the said Colledge and their successours shall have need or occasion, produce or shew forth the evidences or muniments concerning the said advowsions, or the said mannor lands tenements hereditaments and premisses out of which the said rent is issuing or to be issuing, upon reasonable request to him the said George and his heyres and assignes hereafter to be made by the Master and fellowes of the said Colledge and their successours, and at their costs and charges shew forth and produce all such evidences, charters, writings, escripts, escrowles, deeds, court rolls, customaryes, transcripts of fines, exemplifications of record, and muniments whatsoever, as doe in any wise touch or concerne the said premisses or any part thereof, or shall bee by the said Master and fellowes and their successours held convenient or necessary for the maintenance of the estate, interest, right, title, or possession, of them the Master and fellowes of the said Colledge and their successours, in or to the said patronages,

advowsons and rent charge aforementioned, or any of them. And also that the said George Fowler and his heyres and assignes respectively shall and will, at and upon the reasonable request and at the costs and charges of the Master and fellowes of the said Colledge and their successours, yeild give and deliver, unto the said Master and fellowes and their successours, true coppies and transcripts in writing of all and singular the aforementioned evidences, charters, writings, escripts, escrowles, deeds, transcripts of fines, exemplifications of record, and muniments whatsoever concerning the said mannor lands and tenements rectoryes and advowsons aforementioned. **In witnesse** whereof to the one part of this indenture remayning with the said Master and fellowes, the abovesaid George Fowler hath putt to his seale, and to the other part of this indenture remayning with the said George Fowler the said Master and fellowes have put to their common seale the day and yeare first above written.

Recognita quinto die mensis
Septembris anno Domini 1632.
Coram me uno Magistrorum Can-
cellariæ extraordinariorum Henrico
Mowtelow (?)

In dorso Clausarum Cancel-
lariæ infrascripti domini Regis
6^{to} die Septembris anno infra-
scripto.

[p. 297] **This Indenture** made the tenth day of Aprill in the eighth yeare of the reigne of our Sovereigne Lord Charles by the grace of God of England Scotland France and Ireland King, defender of the Faith, Betweene George Fowler of Brownhill in the Countie of Norfolke, gentleman, Rowland Fowler of the said towne and Countie. gentleman, father of the said George, and Osbert Fowler of Grantchester in the Countie of Cambridge, gent., brother of the said Rowland, of the one part, and William Moore, William Blanks, Edmund Eade, Francis Glisson, of Gonville and Caius Colledg in the Universitie of Cambridge, masters of Arts, Nathaniel Dod of the said Colledge bachelour of Divinitie, Robert Sherringham of the Colledge aforesaid master of Arts on the other part, **Witnesseth**, whereas the said George Fowler by indenture bearing date the ninth day of April, in the eighth yeare of the reigne of our said sovereigne Lord Charles, hathe for the considerations in the

same indenture expressed, granted bargained sold and conveyed unto Thomas Bachcroft Doctor of Divinitie, Master or Keeper of the Colledge of Gonvile and Caius founded in the honour of the Annunciation of the blessed virgine Mary in the Universitie of Cambridge, and to the fellowes of the same Colledge and their successours, the advowsions donations free dispositions and the rights of the perpetuall patronages and presentations of and to the rectories of Weeting in the said County of Norfolk, called Weeting St Maryes and Weeting All Saints, or by what other name or names the same are called knowne or distinguished, and also one yearly rent charge or summe of one hundred pounds of lawfull English money to be issuing and going out of the mannor of Weeting in the said Countie of Norfolk, and out of all other the lands tenements and hereditaments of the said George Fowler, scytuate lying and being within the said Countie of Norfolk, in such sort as in and by the said recited indenture, due reference being thereunto had, it doth and may appeare. **And** whereas it is mentioned by the said recited indenture that for the further securing and assuring of the true and just payment of the said rent [p. 298] and certaine summes granted *nomine pæne* to the said Master or Keeper and fellowes and their successours, it was agreed by the said recited indenture that the said George Fowler, Rowland Fowler, and Osbert Fowler, should convey and assure unto the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and their heyres, who were persons nominated by the said Master or Keeper and fellowes in trust for them and their successours, and for their uses and behoofes, the said mannor and premisses other then the said advowsions, to the intent that they might reconvey the same to the said George Fowler and his heyres, upon condition and covenants for the further securing of the said rents and summes in such sort as was then already agreed upon in and by writings ingrossed, **Now** the said George Fowler for the accomplishment and fulfilling of the said agreement, and the said Roland Fowler and Osbert Fowler together with him, for and in consideration of six shillings of lawfull money of England to them the said

George Rowland and Osbert in hand paid by the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, have given granted bargained and sold enfeofed and confirmed, and by these presents doe give grant bargain and sell enfeofe and confirme, unto the said William Moore, William Blanks, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, their heyres and assignes, all that the said mannor of Weeting with the appurtenaunces in the said Countie of Norfolk, and all the lands tenements and hereditaments now or heretofore knowne or reputed or taken as part or parcell or member of the said mannor or now or heretofore demysed or occupied to or with the same, scituate lying and being in the severall townes and parishes of Weeting, Brandon Ferry, Wilton, Hockwould, Feltwell, Cranewayes, and Moundeford, or elsewhere in the said Countie of Norfolke, and also all other the lands tenements and hereditaments of the said George Fowler in the said County of Norfolke, and all the right title estate interest possession reversion or reversions remaynder or remaynders demand and demands whatsoever which the said George Fowler Rowland Fowler and Osbert Fowler hath or have, or of right ought to have, of in and to the said mannor and premisses, together [p. 299] with the deeds evidences and muniments concerning the same, *To have and* to hold the same mannor lands tenements and hereditaments, and all and every the premisses by these presents conveyed or mentioned to be conveyed, with their and every of their appurtenaunces, unto the said William Moore, William Blanks, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and to their heyres and assignes for ever, to the use and behoofe of the said William Moore, William Blanks, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and of their heyres and assignes for ever, upon and to the said trust uses intents and purposes in the said recited indenture mentioned. *And* the said George Fowler and his heyres the aforesaid mannor lands tenements hereditaments and premisses by these presents conveyed or mentioned to be conveyed unto the said William Moore, William Blanks, Edmund Eade, Francis Glisson, Nathaniel Dod, and

Robert Sherringham, and to their heyres and assignes, as well against him the said George and his heyres and assignes as against all and every other person and persons whatsoever, shall and will warne and for ever defend by these presents. And the said George Fowler, Rowland Fowler, and Osbert Fowler, for themselves and the heyres and assignes of them and of every of them, doe covenante and grant to and with the said William Moore, William Blanks, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and their heyres and assignes, in manner and forme following, that is to say that he the said George Fowler is now and so shall continue, until an estate be executed of and in the aforementioned prebargained premisses according to the true meaning of these presents, solely and lawfully seized thereof and of every part and parcell thereof to his owne onely use of a good sure absolute and indefeasible estate in fee simple without any condicion use uses or limitation in any other person or persons to alter change or determine the same. And also that he the said George Fowler hath lawfully power right interest and authority to bargain grant enfeoffe sell and convey the said mannor and all the aforementioned prebargained premisses in manner and forme aforesaid, and also that the said mannor lands tenements hereditaments and premisses, by these presents conveyed or mentioned to be conveyed, now are and be and shall and may for ever hereafter remayne and be, unto the said William Moore, William Blanks, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, their heyres and assignes, clearly acquitted and [p. 300] discharged of and from all and all manner of former bargaines sales giftes grants leases feoffements joyntures dowers statuts recognizances bonds rents services arrearages of rents and services intrusions fines forfeitures issues amerciaments judgements condemnations execucions rights wills estates uses entayles titles entryes and conditions, and of and from the dower right and title of Anne the wife of the said Rowland Fowler, and of and from all and every the tenure and the tenures of the Kings Majestie by knights service in capite, or by soccage in capite, and of and from all other titles charges and incumbrances whatsoever, the aforesaid perpetuall patronages and advowsions and the aforesaid rent charge and summes

of money *nomine pænæ* granted unto the said Master or Keeper and fellowes and their successours, and also the rents hereafter to grow due, and the said services which are not of capite tenure from henceforth to be and grow due, to the said lord and lords of the fee or fees for the premisses onely excepted. **Nevertheless** it is agreed by and betweene the said parties to these presents that the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, shall reconvey and reassure unto the said George Fowler and his heyres the said mannor and premisses hereby conveyed or mentioned to be conveyed, upon such provisoe condition covenants and agreements as are expressed and specified in certaine writings already ingrossed mencioned to be made betweene the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, of the one part, and the said George Fowler of the other part, and mentioned to beare date the thirteenth day of April in the eighth yeare of the reigne of our said Sovereigne Lord King Charles, and whereupon the said Thomas Bachcroft hath endorsed his name on the day of the date of these presents. **And** it is mutually covenanted and agreed by and betweene the said parties to these presents, and the said George Fowler, Rowland Fowler, and Osbert Fowler, for themselves their heyres executours administratours and assignes, and for the heyres executours administratours and assignes of every of them, doe covenant and grant to and with the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, their heyres and assignes in [p. 301] manner and forme following, That is to say that the said George Fowler, Rowland Fowler, Osbert Fowler, and all other the sonnes and issues male now living of George Fowler Gentleman deceased, grandfather of the said George Fowler party to these presents, at the costs and charges of the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, their heyres and assignes, shall and will before the ende of Trinity Tearme next ensuing the date of these presents, or at any other tearme or time to be appointed or lymitted by the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel

Dod, and Robert Sherringham, their heires and assignes, acknowledge and levy a fine with proclamations according to the statute in that behalfe provided, after the due and common course of fines in such cases used, unto the said William Moore and William Blankes, of all the said mannor of Weeting and of all the aforesaid lands tenements hereditaments and premisses by these presents conveyed, or meant or mentioned to be conveyed, and of all the lands tenements and hereditaments of the said George Fowler party to these presents, and being in Weeting aforesaid, Hockwould, Wilton, Brandon Ferry, Feltwell, Cranewayes, and Moundeford, in the said County of Norfolk, and any of them, by such name or names and contents and in such manner and forme as by the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and their heyres or their counsell learned in the law shall be devysed or required, and also that the said fine so to be levyed shall be and inure. And the said William Moore William Blankes conusances in the fine to be named, and their heyres at the very time of levying and knowledging of the same fine, and ever afterwards, shall stand and be seized by vertue and force of the said fine of and in the said mannor of Weeting lands tenements hereditaments and premisses aforesaid to the onely proper use and behoofe of the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, their heyres and assignes for ever upon the confidence and to the uses and intents aforementioned. **In witnes** whereof the parties to these presents have hereunto interchangeably sett their hands and seales the day and yeaere first above written.

Recognita per Georgium Fowler et Gilbertum
Fowler decimo die mensis Aprilis anno Domini 1632,
coram me uno Magistrorum Cancellariæ extraordinari-
narium. Henrico Mowtelow

[p. 302] **This Indenture** made the thirtyeth day of April in the eighth yeaere of the reigne of our soveraigne Lord Charles by the Grace of God of England Scotland France and Ireland King, Defender of the Faith, ~~Between~~ William Moore, William

Blanks, Edmund Eade, Francis Glisson, of Gonville and Caius Colledge in the universitie of Cambridge masters of arts, Nathaniel Dod of the said Colledge bachelour of Divinitie, and Robert Sherringham of the Colledge aforesaid master of arts, of the one parte, and George Fowler of Bromhil in the Countie of Norfolke gent., of the other part, ~~Witnesseth~~ that the said William Moore, William Blanks, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, for and in the accomplishment and performance of former agreements mentioned in an indenture bearing date the tenth day of April in the eighth yeare of the reigne of our Sovereigne Lord King Charles, made between the said George Fowler, and Rowland Fowler of Bromhill aforesaid gent., father of the said George, and Osbert Fowler of Grantchester, in the Countie of Cambridge, gent., brother of the said Rowland, of the one part, and the said William Moore, William Blanks, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, of the other parte, have for the consideration of six shillings of lawfull money of England to them in hande payde by the said George Fowler, granted bargained and sould enfeofed and conveyed, and by these presents grant bargaine and sell enfeofie and convey, unto the said George Fowler and his heyres, all that the mannour of Weeting with the appurtenaunces, and all the lands tenements and hereditaments now or heretofore knowne reputed or taken as parte parcell or member of the said mannor, or now or heretofore demysed or occupied to or with the same, the which mannor and premisses are scytuate lying and being in the severall townes or parishes of Weeting, Brandon Ferry, Wilton, Hockwould, Feltwell, Cranewayes, and Moundeford, or elsewhere in the said Countie of Norfolke, and also all other the lands tenements and hereditaments lately heretofore of the said George Fowler, scituate and being in the said Countie of Norfolke, all which premisses aforementioned lately conveyed unto them or mentioned to be conveyed unto them by the said [p. 303] George Fowler, Rowland Fowler, and Osbert Fowler, by and in the said indenture in these presents aforementioned or expressed, and all the right title interest possession reversion or reversions, remainder or remaynders demandaund or demandaunds

whatsoever, which the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, have or of right ought to have of in and to the said mannor and premisses, together with the deeds evidences and muniments concerning the same, all which they now have at the time of the ensealing and delivery of these presents delivered into the possession of the said George Fowler, the receipt whereof the said George doth by these presents accordingly acknowledge, **To have and to hold** the said mannor lands tenements and hereditaments, and all and every the premisses by these presents conveyed or mentioned to be conveyed, with their and every of their appurtenaunces unto the said George Fowler his heyres and assignes for ever, to the use and behoofe of the said George Fowler, his heyres and assignes for ever. ~~Provided~~ alwayes and uppon condicion, that whereas the said George Fowler, by his indenture dated the ninth day of April in the said eighth yeare of our said soveraigne Lord King Charles, made betweene him the said George Fowler of the one part, and Thomas Bachcroft Doctor of Divinitie Master or Keeper of the Colledge of Gonvile and Caius founded in the honour of the Annunciation of Blessed Mary the Virgine in the universitie of Cambridge and the fellowes of the same Colledge of the other part, did give grant bargaine and sell unto the said Master and fellowes and their successours a rent charge of the annuall rent or summe of one hundred pounds of lawfull money to be issuing and going forth of the said mannor of Weeting and all other the aforementioned lands tenements hereditaments and premisses in these presents expressed, payable as by the said aforementioned or recited indenture may appeare, and also did grant and convey unto the said Master and fellowes and their successours, by the said aforementioned recited indenture, the advowsons and perpetuall patronages and rights of presentations of and to the rectories and perpetuall churches of Weeting in the said County of Norfolke, called Weeting St Maryes and Weeting all Saints or [p. 304] by what other name or names the same are called knowne or distinguished, scituate in the towne or townes parish or parishes of Weeting in the said Countie of Norfolke, as may

also appeare by the said recited indenture. If now the said annuall rent of one hundred pounds or any part thereof shall be behind unpaid by the space of foure monethes next after any of the feast dayes of the Annunciation of the blessed Virgine or St Michael the Archangel, limited in the aforementioned or recited indentures for the payment thereof, according to the true meaning of the grant and conveyance of the said rent made or mentioned to be made in and by the aforementioned recited indenture, unto the Master and fellowes of the said Colledge and their successors, that then it shall and may be lawfull, to and for the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod and Robert Sherringham, and the survivours or survivour of them and the heyres and assignes of the survivour of them, in and to the said mannor and premisses and every part and parcell thereof, to reenter and the same to repossesse hold and enjoye as in their first estate and former right, anything in these presents to the contrary thereof in any wise notwithstanding. ~~Heberthelesse~~ upon trust and confidence, and for the best behoofe and benefitt of the Master and fellowes of the said Colledge and their successors, and it is agreed by and betweene the said parties to these presents for them their heyres and assignes and every of them mutually and reciprocally, that at all and every time and times hereafter when the Master and fellowes of the said Colledge and their successors, shall thinke convenient to appoint any new feoffee or feoffees person or persons to be trusted for the benefitt and behoofe of the Master and fellowes of the said Colledge and their successors, that then upon reasonable request and at the costs and charges alwayes of the said Master and fellowes of the said Colledge or of their successors, the said mannor and premisses by these presents conveyed or mentioned to be conveyed shall be conveyed and assured in fee simple anew by the said George Fowler his heyres and assignes, unto such person or persons feoffees or trustees as the Master and fellowes of the said [p. 305] Colledge or their successors shall nominate or appoint, upon the like trust for the said aforementioned securitie and benefitt of the Master and fellowes of the said

Colledge and their successours, under such like grants regrants reconveyance conditions covenantes agreements and assurance as are in the aforementioned recited indenture and in these presents conteyned and expressed, for and on the part and behalfe of the said parties respectively and according to the former purporte intent and meaning as well of the said recited indenture as of this present indenture. In which said new and renewed conveyance and conveyances the said William Moore, William Blanks, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and the survivours and survivor of them, shall and will joyne if they be livinge. And the said George Fowler party to these presents, doth further for him his heyres and assignes covenant and grant to and with the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and their heyres and the heyres of the survivor of them, that if the said George Fowler partie to these presents his heyres and assignes shall incurre a forfeiture of the said mannor lands tenements and premisses by these presents granted or mentioned to be granted unto the said George Fowler by reason or occasion of the breach or nonperformance of the said provisoe and condition in these presents afore expressed, that then the said George Fowler, and the said Rowland Fowler his father, and the heyres and assignes of the said George and Rowland respectively, and also the heyres and assignes of the said George Fowler deceased, grandfather of the said George, shall and will at all and every time and times, after the said forfeiture breach or nonperformance of the said provisoe and condicion happened, well and sufficiently doe make knowledge finish and execute and cause, and suffer to be done made knowledged finished and executed, all and every such further and reasonable act and acts thing and things devyse and devises, conveyance and conveyances, assurance and assurances in the law, of the said mannor lands tenements hereditaments and all the aforementioned conveyed premisses for the absolute good and perfect assuring conveying and establishing of all the said mannors lands tenements hereditaments and premisses with the appurte-
[p. 306] naunces to and in the said William Moore, William

Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and their heyres and assignes, or to such other person or persons as the Master and fellows of the said Colledge or their successours for the time being shall nominate limitt and appoint, to the proper use of them and their heyres, be it by fine or fines, release or releases with warrantie or without warrantie, recovery or recoveryes, with single or double voucher or vouchers, deed or deeds, enrolled or not enrolled, or by all every or any of the aforesaid wayes and meanes or by any other wayes meanes or courses, as by the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and their heyres and assignes, at their costs and charges, or by the Master and fellows of the said Colledge for the time being, at their costs and charges, shall be devised or advised or required, nevertheless upon trust and confidence to the use best behoofe and benefitt of the Master and fellows of the said Colledge, and of their successours for ever. **And** the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, doe respectively for them their heyres executours and administratours covenaut and grant to and with the said George Fowler his heyres and assignes, that neither they nor any of them, have or hath done, or suffered to be done, any former acte or actes, thing or things, grant or grants, assurance or conveyance of, in, or concerning the said mannor and premisses, whereby the said premisses by these presents conveyed or mentioned to be conveyed unto the said George Fowler and his heyres may not be enjoyed by the said George and his heyres, according to the true intent of these presents, discharged of all charges and incumbrances whatsoever had made done or suffered by them or any of them, or by any other person or persons clayming by from or under them or any of them, the provisoie condicion and agreements in these presents conteyned onely excepted. **In witness** whereof the parties first abovenamed to theise presents have hereunto interchangeably putt their hands and seales the day and yeare first above written.

[p. 307] **To all Christian people** to whom this present

writing indented shall come, Wee George Fowler of Bromehill in the Countie of Norfolke, gent., Rowland Fowler of the same towne and county gent., father of the said George, and Osbert Fowler of Grancester in the County of Cambridge gent., brother of the said Rowland, send greeting in the Lord God everlasting. **Know** ye that wee the said George Fowler, Rowland Fowler, and Osbert Fowler, for and in performance of certain covenantes grants and agreements conteyned declared and specified in an indenture bearing date the tenth day of April in the eighth yeare of the reigne of our now Sovereigne Lord King Charles, made by and betweene us the said George Fowler, Rowland Fowler, and Osbert Fowler, of the one part, and William Moore, William Blankes, Edmund Eade, Francis Glisson, of Gonvile and Caius Colledge in the university of Cambridge masters of arts, Nathaniel Dod of the same Colledge batchelour of divinitie, Robert Sherringham of the Colledge aforesaid master of arts, of the other part, mentioning and expressing a grant bargain sale, feoffment and confirmation unto the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and their heyres of the mannor of Weeting, with the appurtenaunces, in the said Countie of Norfolke, and of all other the lands tenements and hereditaments of the said George Fowler, lying and being in the said County of Norfolke, and for the further securinge of the true payment of one yearely rent charge or summe of one hundred pounds in the said indenture mentioned, **Habe** given granted enfeoffed and confirmed, and by these presents doe give grant enfeoffe and confirme, unto the said William Moore. William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, their heyres and assignes, all the said mannor of Weeting with the appurtenaunces, scytuate lying and being in the said Countie of Norfolke, and all the lands tenements and hereditaments [p. 308] now or heretofore knowne reputed or taken as parte parcell or member of the said mannor, or now or heretofore demysed or occupied to or with the same, scytuate lying and being in the severall parishes of Weeting, Brandon Ferry, Wilton, Hockwold, Feltwell, Cranwayes, and Moundeford, or

elsewhere in the said County of Norfolke, and also all other the lands tenements and hereditaments of the said George Fowler in the said Countie of Norfolke, and all the right title estate interest use possession reversion or reversions remaynder or remainders demaund or demaunds whatsoever which wee have or of right ought to have of and in the said mannor and premisses, **To have and to hold** the said mannor lands tenements and hereditaments and all and every the aforementioned premisses, with their and every of their appurtenaunces, unto the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and to their heyres and assignes for ever, to the use and behoofe of the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and of their heyres and assignes uppon and to the trust uses intents and purposes in the said recited indenture mentioned. **And** I the said George Fowler and my heyres all and singular the said mannors, lands, tenements and premisses, with all and singular their appurtenaunces unto the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, and their heyres and assignes, to the use and intents trusts and purposes mentioned in the indenture aforesaid against mee the aforesaid George Fowler my heyres and assignes, and against all and every other person or persons whatsoever, shall and will warrant and for ever defend. **In witnes** whereof to the one parte of these presents remayning with the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, wee the said George Fowler, Rowland Fowler, and Osbert Fowler, have putt to our hands and seales. **And** [p. 309] to the other part of these presents remayning with the said George Fowler, Rowland Fowler, and Osbert Fowler, the said William Moore, William Blankes, Edmund Eade, Francis Glisson, Nathaniel Dod, and Robert Sherringham, have put to their hands and seales, the one and twentieth day of September in the eighth yeare of the reigne of our Sovereigne Lord Charles by the grace of God of England Scotland France and Ireland King, Defender of the Faith, etc. Anno Domini 1632.

Quod ad distributionem modo dictæ annuitatis spectat, Octobris 22^{do}, 1632, ordinatum est, per venerabilem virum Thomam Bachcroft Custodem et socios, ut ex perpetuo illo reddito 100^{li} singulis anni medietatibus ad stipendiorum incrementum, Custos quinque libras, singuli duodecim seniorum sociorum quinquaginta solidos recipiant.

Insuper eodem die decretum et ordinatum, ut partim ex eodem perpetuo reddito, partim ex reddito messuagii communiter nominati The Rose and Crowne (quod Collegio legavit Dr Gostlin) 40^{li} a festo Michaelis 1633 singulis annis secundum dignissimi illius viri Johannis Gostlin benefactoris ultimam voluntatem et testamentum persolvantur.

Hoc eodem anno summa trium librarum Collegium emit a quodam Richardo Levit unam acram terræ arabilis, jacentem juxta seu in medio terrarum nostrarum in campis de Caxton, in Comitatu Cantabrigiensi, et tenens noster Collegio pro annuo reddito ejusdem acræ decem drachmas bursario singulis annis solvere tenetur. Hæc portiuncula non absque magno nostro commodo empta erat, nunc enim liberum erat tenenti nostro magnam terrarum nostrarum partem in campis illis sitam, sepi et fossis circumdare quod et paulo post per... Whistler suo et nostro emolumento præstitum est.

Omnibus Christi fidelibus ad quos hoc presens scriptum pervenerit Richardus Levitt de Gransden magna in Comitatu Huntington, husbandman, salutem in Domino sempiternam. [p. 310] Sciatis me præfatum Richardum Levitt pro diversis bonis et legitimis causis et considerationibus dedisse concessisse feoffasse tradidisse liberasse et hoc presenti scripto meo confirmasse Thomæ Bachcroft Sacræ Theologiæ Professori Magistro sive Custodi Collegii Gonvil et Caius fundati in honorem annunciationis beatæ Mariæ Virginis infra Universitatem Cantebriegiæ, et sociis ejusdem Collegii et successoribus suis, totam illam meam acram terræ arabilis jacentem et existentem in campis de Caxton in Comitatu predicto, et abuttantem super fundum vocatum Madle Deane ibidem versus australem, cum omnibus et singulis suis pertinentibus, necnon totum meum jus titulum statum usum interesse possessionem et demandam quæ ego

prefatus Richardus Levitt nunc habeo aut habui, seu quovis modo in futurum habere potero vel habere debeo, de et in premissis, ac etiam reversionem reversiones remanens et remanentia predictorum premissorum, una cum omnibus et omnimodis evidentiis chartis scriptis munimentisque predictis premissis concernentibus, **Habendum et tenendum** eandem acram terræ arabilis ac omnia et singula premissa predicta quæcunque prementionata fore concessa cum omnibus et singulis suis pertinentibus prefato Thomæ Bachcroft Magistro Collegii predicti et sociis ejusdem Collegii et successoribus suis ad solum proprium opus et usum Magistri et sociorum predictorum et successorum suorum de capitali Domino feodi illius per servicia inde prius debita et de jure consueta per presentes. **Et ego** prefatus Ricardus Levitt et heredes mei et cujuslibet nostrorum predictam acram terræ arabilis cum suis pertinentiis prefato Magistro et sociis et successoribus suis ad opus et usum predictum, contra me et heredes meos warrantizabimus et in perpetuum defendemus per presentes. In cujus rei testimonium presentibus sigillum meum apposui. Datum decimo nono die mensis [p. 311] Octobris, anno Domini nostri Caroli dei gratia Angliæ Scotiæ Franciæ et Hiberniæ regis, fidei defensoris, octavo, 1632.

Vicesimo Decembris ad petitionem reverendi Patris Episcopi Londinensis concessæ fuerunt per Custodem et socios 20^{li} e nummis quæstionistarum depositis ad convivandum ad repARATIONEM Ecclesiæ Cathedralis Divi Pauli Londini.

Hoc anno Johannes Cruso, generosus, civis Norwicensis, benevolum in Collegium nostrum affectum approbavit dono libri a se compositi cui titulus *Instructions for the Cavallry tactick*. Erat hic peritissimus, ac ob id viris militaribus acceptissimus: fratrem habuit Aquilam hujus Collegii socium, et Ecclesiæ Cathedralis Cicestrensis canonicum, virum doctissimum et Theologiæ callentissimum, et filium Johannem hujus Collegii quoque socium, et paulo post doctorem juris, Reverendique Patris Thomæ Westfeild Bristoliensis Episcopi ab epistolis, virum eruditum et probum.

Anno 1633

Hoc anno messuagium quoddam nostrum apud Haddenham in Insula Eliensi maxima ex parte igne consumptum erat; ad quod damnum resarciendum, ædesque reedificandas, concessum erat 5^{to} Aprilis per Custodem et socios ut Humberstonus March armiger, tenens noster, tredecem libras sex solidos octoque denarios e nummis ad convivandum depositis reciperet, ex gratia, non ex debito.

Eodem anno Gilbertus Luin firmarius manerii nostri de Caxton, cum pertinentiis totum jus suum in dicto manerio ad...Whistler generosum transtulit, cui (priori cassata indentura) nova locatio per Custodem et socios concessa est, ad terminum viginti annorum a festo Sancti Michaelis 1632; sub his tamen conditionibus, viz., ut messuagium a Gilberto Luin noviter inceptum exædificet et perficiat, item ut terras veterum tenentium sive injuria sive negligentia injuste detentas, una cum faldagio cæterisque pertinentiis, quantum in se est Collegio restitui curabit; eique Martii 14^{to} licentia conceditur ut lateres de et in nostro solo et terris ibidem (sed ut Collegii solius usui) comburat.

Anno 1634

[p. 312] Cum multa incommoda et non leve damnum Collegium sæpius sustinuit, per scholares qui officium promi administrabant, ut iis in posterum quominus eveniant prospectum sit, per Custodem et socios post maturam deliberationem conclusum et decretum erat, Aprilis 29^{mo} 1634, ut idoneus aliquis non-scholaris deinceps eligatur per Custodem et majorem partem sociorum, ad munus promi tanquam servus Collegii exequendum; habeatque in præstiti muneris præmium drachmas... denarios..., emolumentum ex potu et cervisia usitatum, et cætera quæ promus in mercedem ministerii sui recipere solebat, exceptis scholariatus stipendio, granorum portione, et incremento stipendii ex donatione doctoris Peirse per testamentum legato, reservandis, in perpetuum promo inter scholares Collegii annumerando. Insuper decreverant quoque Custos et socii

sub-promum illum in dicto officio ministrantem quinque libras annuatim dicto scholari persolvere, teneri quamdiu in officiis illis utrique manebunt. Ita ut promus qui fuerit ex fundatione scholaris antequam, stipendium scholariatu, portionem seu pensionem pro granis, legatum Doctoris Perse et 5^{ti} pensionem quotannis pro salario accipiet. Istud decretum rursus Januarii 19^{mo} 1634 confirmatum fuit per Custodem et decem socios, qui ad dictum munus exequendum elegerunt Jacobum Peters, virum spectatæ probitatis et tempore electionis Collegii janitorem.

Rectoria de Pattlesley in Comitatu Norfolciæ per cessionem Magistri Marlton prioris incumbentis vacante, jureque patronatus ad nos spectante, 6^{to} Junii 1634 ad dictam rectoriam, sive liberam capellam præsentavimus sub communi Collegii sigillo Robertum Sherringham, socium Collegii, qui centum marcarum obligatione tenebatur Collegio, ne rectoria illa de Pattlesley ejus culpa sive directe sive indirecte lapsum [p. 313] aliudve damnum patiatur; is tamen nec institutus nec inductus canonice unquam fuit, ut postea compertum nobis erat, unde non leves molestias præter inutiles expensas creavit Collegio, ut suo loco infra patebit.

Vicesimo nono Decembris 1634 decretum est per Custodem et socios, ut sophistæ omnes quotquot gradum baccalaureatus in posterum sint petaturi, per dies duos per Custodem et decanos assignandos, ab hora octava ad undecimam, et a prima ad quintam, in sacello se examinandos exhibeant.

Anno 1635

Cum aliquot retro annis, Rogerus Townshend, Eques et baronettus dominusque de Pattlesley, et Johannes Heydon, Eques auratus, de Baconsthorpe in Norfolcia, non desiere nobis molestias creare, detinendo decimas debitas, incumbenti nostro in rectoria de Patesley ob non præstitas conditiones contentas in indentura quadam olim facta inter Christopherum Heydon militem et Magistrum sive Custodem et socios hujus Collegii anno Domini...

Nobis de validitate et sensu illius scripti nonnihil hæsitantibus, et contententibus non constare unquam factam fuisse quod petitur (nimirum ut hæredes dicti Christopheri Heydon, in perpetuo jus obtinuerint nominandi duos scholares per Collegium eligendos quoties eorum loca vacaverint) illi rationibus nostris acquiescere noluerunt, sed acrius insistentes, et graviore lites intendentes, commodius visum est nobis illorum cedere potentiæ, quam in re dubia foro litigioso contendere; quãobrem ad redimendam vexationem, et ut satisfiat dicto Johanni Heydon, quoad illam (indenturæ, modo dictæ) clausulam de duobus scholaribus nominandis, 4^{to} Maii 1635, Custos et socii communi consensu statuerunt, duos discipulatus ex fundatione Gulielmi Cuttings proxime vacaturos assignari, ad quos licebit predicto Johanni Heydon Equiti, hæredibusque ipsius, secundum conditionem memoratæ indenturæ, idoneos duos scholares et per statuta nostra eligibiles, nominare, nobisque præponere eligendos, nosque tales nominatos eligere tenebimur, atque hoc in perpetuum fieri, quoties assignati loci vacaverunt, consensu Custodis et sociorum ratum et stabilitum fuit. Hac Collegii concessione, concordia inter prædictos viros et Collegium confirmata fuit, et Johannes Heydon Miles scripto quodam, manu et sigillo suo authentice testato, nominavit Edwardum Dawney, Norfolciensem de Salthouse juxta Holt, ad scholariatum proxime vacaturum ex fundatione Gulielmi Cuttings. Quod scriptum, 6^{to} Junii 1635, in loco capitulari lectum et consensu Custodis et sociorum approbatum fuit, dictusque Dawney 3^{to} Novembris 1635 in locum tunc vacantem vi antecedentis nominationis et approbationis receptus erat. Hic primus erat scholaris (quantum scimus) ex Heydonorum nominatione, quamvis a tempore contractus cum Christophoro Heydon ad hanc primam nominationem.....anni interfluxere. Alter erat Johannes Springall, Norfolciensis, cujus nominatio ad scholariatum per dictum Johannem Heydon Equitem, 1^{mo} Julii 1636 approbata fuit.

Hoc anno agitur de reparatione seu potius reædificatione molæ aquaticæ, ad manerium nostrum de Shelford Magna appertinentis, in quam una cum aggeribus et aquaticis operibus eo spectantibus, non minus ducentis undecim libris decem

solidis et quinque denariis Collegium expendit, nec minore sumptu eam integram et undique sartam tectam præstare voluerant artifices illarum operarum periti.

Decimo septimo Junii hujus anni ob commoditatem situs Collegium emit pretio 18^{li} a quodam.....claustrum quoddam pasturæ *Charityes* dictum, in dicta villa de Shelford Magna, cujus annuus redditus cedit cistæ. Forma instrumenti quo transit jus ad Collegium talis erat.

pages 315, 316 blank.

[p. 317] Venerabilis vir Matthæus Stokys Norwicensis, artium magister et hujus Collegii socius, Junii 12 morte obiit repentina, sed non improvisa, frequens enim meditatio mortis non destituit eum imparatum. Vir erat (in ætate vigente) vivacis ingenii; corporis habitu decoro, et elegantia morum, melioris culturæ viris perquam gratus; quo nomine Aulicis Academicisque valde desiderabilis erat ejus affabilis conversatio. Quomodo in Collegium et musas erat animatus liquido constat ex ejus testamento, paulo ante obitum condito, quo inter alia pie et prudenter legata providebat de stipendiis unius socii et trium scholarium fundandis, in quem finem redditus locationis rectoriarum de Dilham et Honing in Norfolcia assignavit. Testamenti sui executores Custodem et socios hujus Collegii constituit; indeque accrevit Collegio ex mobilibus bonis ad summam.....librarum, quæ ad ornandum funus aliosque necessarios usus ad discretionem Custodis et sociorum dispensata fuit.

In the name of God Amen, the twentieth day of July 1631, I Matthew Stokys of Gonvile and Caius Colledge in Cambridge in the Countie of Cambridge gent., and one of the senior fellowes of the said Colledge called Gonvile and Caius Colledge afore-said, being in good and perfect memorie thanks be given unto God, doe make and ordeyne this my last will and testament as followeth. In primis I commend and committ my soule into the hands of Almighty God my heavenly Father, and of his sonne Jesus Christ, of whose passion and bloodshedding I hope and assuredly beleive to be saved. Item I give unto the Master and senior fellowes of Gonvile and Caius Colledge in Cam-

bridge aforesaid and their successours all those their rectories of Dilham and Honing in the Countie of Norfolke, with all the rights members and appurtenaunces thereto belonging or apperteyning, which I hold by or under the indenture of demyse thereof made by the late right reverend father in God John, late Lord Bishop of Eley, unto mee for the tearme of one and twenty yeares under such yearely rents as by the same indenture bearing date the fifth day of October in the sixth yeare of the reign of our Sovereigne Lord King Charles it doth and may [p. 318] appeare. To have and to hold the same unto the said Master and fellowes and their successours for and during all the residue of the said tearme of one and twenty yeares therein yet to come and unexpired. To the intent and purposes following; that is to say, to the intent, that the said Master and fellowes and their successours within tenn yeares now next following shall cause and procure the said lease to be renewed, and the said rectories and premisses to be demysed by the Bishop of Eley for the time being, or such other person or persons as then shall have the inheritance or immediate revercion of the said premisses to them the said Master and fellowes and their successours for the like tearme of one and twenty yeares, and under the like yearely rents as in the said indenture is mentioned. And likewise to the intent that the said Master and fellowes and their successours within every tenn yeares then next following for ever hereafter, shall in like manner cause and procure the severall leases which thereof from time to time henceforth shall thereof be made to be renewed, and the said rectories and premisses to be demysed by the Bishop of Eley for the time being, or such other person or persons as then shall have the inheritance or immediate revercion of the premisses unto the Master and fellowes of the Colledge aforesaid and their successours, for the like tearme and under the like yearely rent as is aforesaid. And to this further intent that the said Master and fellowes and their successours shall pay or cause to be paid within the usuall dininge hall of the said Colledge, and during the tearme of five yeares next after my decease, the two severall yearely summes of twenty pounds of lawfull English money following,

to be paid at the feast of St Michael the Archangel, and the annunciation of our blessed Lady the virgine Mary, by equall portions or within twenty days next after each and every of the said feasts (that is to say) one of the said yearly summes of twenty pounds unto Anne Kempe of Norwych, widow, my sister, yearly, and everie yeare during the said five years, and if she so long live, and the other yearly summe of twenty pounds unto Jane Reeve, widowe, my sister, yearly and everie [p. 319] yeare duringe the said tearme of five yeares if she shall so long live, and five pounds yearly during the tearme of the said five yeares unto my brother in law Robert Symonds, if he shall so long live, in manner and forme as the aforesaid summes of twenty pounds a yeare are to be paid unto my said sisters Anne Kempe and Jane Reeve. And if my said sister Anne Kempe shall depart this life before the expiration of the said five yeares, then I will that the yearly summe of twenty pounds to my said sister deceased, aforewilled to be paid, shall be paid unto her two daughters Anne and Elizabeth, to each of them tenne pounds yearly for and during all the residue of the said five yeares, in manner and forme as the same ought to have beene paid unto my said sister Anne. And if my said sister Jane Reeve shall depart this life before the expiration of the said five yeares, then I will that the yearly summe of twenty pounds to my sister Jane Reeve, as aforesaid willed to be paid, shall be paid unto her sonne Matthew Reeve and her daughter Elizabeth, to each of them tenn pounds yearly for and during all the then residue of the said five yeares, in manner and forme as the same ought to have beene paid unto my said sister Jane. And my will and minde is that if any of the children of my said sisters shall depart this life before or after the decease of their mother, the said summe of twenty pounds shall be paid unto the surviving sonne or daughter of the mother, so deceased, during all the said tearme of five yeares next to come and unexpired after my decease; and to this further intent and purpose that the said Master and fellowes and their successours from and after my decease, and the expiration of the said five yeares wherein the aforesaid legacyes are to be paid out of the rents and profitts of the

premisses from time to time for ever renewing and coming, shall yearly for ever pay these yearly severall summes of lawfull English money following; that is to say three schollers to be chosen or nominated into three schollershipps within the said Colledge, in such manner as is herein afterwards mentioned, the yearly summes of five pounds apeice, and tenn shillings a peece for chamber rent during the time that they shall hold the said Schollershipps, according to the statutes of the said Colledge; and to one fellow of the said Colledge to be chosen in such manner as is herein afterwards mentioned the yearly summe of fiteene pounds and twenty shillings for chamber rent [p. 320] during such time as he shall hold the said fellowship, according to the statutes of the said Colledge; and to the intent that the Bishop of Eley for the time being or such other person or persons as shall have the inheritance or immediate revercion of the said rectoryes and premisses shall from henceforth for ever renew the said leases and make such demyses as aforesaid upon reasonable fine to be given for the same. I doe therefore further will and declare my intent to bee that the Bishop of Eley for the time being, or such other person or persons as shall have the said inheritance or immediate reversion of the said premisses, shall from time to time for ever hereafter have the nomination of one of the said three schollers into one of the said three schollerships, within two monethes next after my decease and the expiracion of the said tearme of five yeares, and so from thence thenceforth for ever within two monethes after the same schollership shall become voyd, and notice thereof given to the said bishop or his successours, or to such other person or persons as aforesaid. And that the said Master and fellowes of the said Colledge and their successours shall forthwith from time to time hereafter for ever elect into one of the said schollerships every such scholler as shall be so nominated as aforesaid. And I doe further will the said Master and fellowes of the said Colledge and their successours, or the greater number of them, shall from time to time for ever from and after my decease and the expiration of the said five yeares, nominate and elect the two

other of the said three schollers out of such person or persons borne within the Cittie of Norwyche or County of Norfolke as they shall thinke fitt. And so likewise from time to time in default of the said nomination as is aforesaid to be made of the said other of the said schollers by the said Bishop of Eley for the time being, or by such other person or persons as is aforesaid, within the time appointed nominate and elect the said third and other of the said schollers. And I doe further will that the said Master and fellowes and their successours, or the greater number of them, shall from time to time for ever from and after my decease and the expiration of the said five yeares, nominate and elect the said fellow (whom I will shall then be a divine or shall apply himselfe to the studdies and profession of a divine and shall be subject unto the same decree which is sett downe in M^{rs} Francklands fellowship), And I will that all and everie the said elections and nominations to be made as aforesaid by the Master and fellowes, shall be made as of my foundation within two monethes next after my decease and the expiration of the said five yeares, [p. 321] and from thenceforth within two monethes next after the said schollerships and fellowshippes and everie of them shall become void by the statutes of the said Colledg, or by any other lawfull meanes. Item I give the summe of foure pounds per annum for ever to be bestowed upon a feast for ever, to be kept in the said Colledg upon the day which my funerall shall happen to be kept on, to begin after the expiration of the said five yeares. And I give the Master of the said Colledg for the time being, for his care and paines to be taken herein, that day wherein my feast is to be kept after the expiration of the five yeares as aforesaid, the summe of six shillings eight pence, and to each of the said twelve senior fellowes of the said Colledge which shall be present at the said feast two shillings. And I will and desire that the Master and president of St Johns Colledge in Cambridge, and the three Esq^{re} Beadles of the Universitie of Cambridge, be desired and invited to be present at the said feast by the Master and fellowes of Gonville and Caius Colledge aforesaid. And I give

to the Master of St Johns Colledge aforesaid for the time being, if he be present at the said feast, thirteene shillings foure pence. and to the president of the said Colledge six shillings eight pence, if he be present to see this my foundation be well and truly performed. And to each of the said three Beadles two shillings. And I give for ever to the master cooke, under cooke, butler, cater, and porter, three shillings foure pence apeice. Item I give to each of the three almes houses for ever yearly three shillings foure pence. And I will that the said summe of foure pounds be bestowed upon the said feasts. And all other the said yearly summes following the said gift shall be paid yearly for ever hereafter from the expiration of the said five yeares, out of the rents and profitts of the said rectories and premisses, by the said Master and fellowes of Gonvil and Caius Colledg aforesaid and their successours, upon that daie yearly wherein my funerall shall happen to be made. And I doe herein ordaine and make the said Master and senior fellowes of Gonvill and Caius Colledge aforesaid for the time being for ever executours of this my last will and testament, to the intent they shall see the same carefully performed. And that they shall also assent to the said legacies and shall likewise doe and cause and procure to be done all other reasonable and lawfull acts for the performance of this my last will and testament, for the better advancement of the fellowshippe and schollershipps here by this my will to be made upon [p. 322] my foundation, according to my true intent and meaninge therein declared. My will and desire being that the Master and fellowes, my executours for the time being, shall procure a particular booke of accompt after my decease for ever, to be kept of all such money as shall arise upon my guift over and above the renewing of the lease as the same is appointed to be renewed by this my last will, to the intent that the same might by them be employed by purchase or otherwise amongst their other moneyes, that some reasonable maintenance thereupon be given for the better advancement of the fellowship and schollerships by this my will founded. *En witnessse* whereof I the said Matthew Stokys have subscribed my name to everie sheete of this my last will and testament, the same conteyning

four sheetes and a halfe, And have likewise hereunto putt my seale the daie and yeare aforesaid. Matthew Stokys. Sealed and published in the presence of Thomas Gostlin, Gilbert Lewinge.

This will was first proved in the Vice-chancellor's Court June 13th 1635, and administration granted to the Master and 4 fellows constituted syndics for the College under the common seal, June the 11th, as appears in the 3rd Vol. of Wills belonging to the University, page 215.

Tenore presentium nos **Guilielmus** providentia divina Cantuariensis Episcopus, totius Angliæ Primas et Metropolitanus, notum facimus universis, quod decimo quinto die mensis Julii anno Domini millesimo sexcentesimo tricesimo quinto apud London coram venerabili viro Thoma Rives Legum Doctore, surrogato venerabilis viri Domini Henrici Martin Militis, legum etiam Doctoris, Curia Prærogativa nostra Cantuariensi Magistri custodis sive commissarii legitime constituti, probatum approbatum insinuatum fuit testamentum Matthæi Stokys generosi, nuper unius sociorum seniorum Collegii Gonvili et Caii in Academia Cantebrigiæ diocesis Eliensis nostræque Cantuariensis provinciæ defuncti, presentibus annexis, habentis dum vixit et mortis suæ tempore bona jura sive credita in diversis diocesibus sive jurisdictionibus, cujus pretextu ipsius testamenti approbatio et insinuatio administrationisque omnium et singulorum bonorum jurium et creditorum antedicti defuncti commissio necnon computi calculi sive ratiocinii administrationis hujusmodi auditio finalisque liberatio sive demissio ab eadem ad nos solum et in solidum et non ad alium nobis inferiorem judicem notorie dignoscuntur pertinere. Et commissa fuit administratio omnium et singulorum bonorum jurium et creditorum dicti defuncti et ejus testamentum qualitercunque concernentium Thomæ Bachcroft Sacræ Theologiæ Professori Magistro sive Cus-
[p. 323] todi predicto Josepho Loveland uni sociorum seniorum ibidem duobus executoribus in hujusmodi testamento nominatis primitus de bene et fideliter administrando eadem, ac de pleno et fidei inventario omnium et singulorum bonorum jurium et creditorum dicti defuncti conficiendo, et illud in Curiam Prærogativæ nostræ Cantuariensis secundo die post festum sanctæ Fidis virginis proximo futuro exhibendo, necnon de plane et

vero compoto calculo sive ratiocinio inde reddendo ad sancta dei Evangelia iuratis, reservata potestate similem commissionem faciendi cæteris executoribus in hujusmodi testamento nominatis cum venerint eam petitori. Datum die mense anno Domini et loco supradictis et nostræ translationis anno secundo.

Edmundus Woodhull

Registrarius.

Divina benedictione Collegio florescente studentium numerus in tantum excreverat, ut commode intra Collegii septa habitare omnes non poterant, hinc erat necesse de ampliandis ædificiorum spatiis cogitare, atque in eum finem diruto prius ædificio veteri ac pene inutili inter culinam et aulam, eo in loco aliud extruunt ex latere cocto, cui ad inferiorem aulæ partem alterum adjungunt; quæ ambo ædificia in quatuor cubicula distinguuntur, et decem aptis musæis instruuntur. Insuper eodem tempore, cellare ob nimiam angustiam minus utile ampliandum duximus, et a gradibus quibus aulam ascenditur orientem versus, ad spatium 26 plus minus pedum protenditur. In quas omnes structuras centum octoginta libras collegium impendit.

Thomas Cooke S. Theologiæ baccalaureus et hujus Collegii socius tertio Augusti 1633 ad rectoriam Ecclesiæ parochialis de Mutford cum Barnebie in comitatu Suffolciæ præsentatus, ultra terminum per statuta præfixum manebat socius Collegii; partim dilatis institutione et inductione, partim nescio quas lites sibi intentas comminiscendo; sed Custos et socii non ferentes vim ulterius inferri statutis, jubetur ad trigesimum Julii 1635 adesse in sacello ad reddendum rationem hujus facti, ubi Custode et duodecim sociis presentibus causam suam [p. 324] egit strenue, sed admonitus per Custodem de statuto Batemanni viz. *Item ordinamus quod nullus curatum obtinens beneficium etc.*, et de Statuto Fundatoris Caii de anno valedicendi *Reverendus Pater etc.*, interrogatusque ab eo, an juxta hæc statuta Fundatorum ultra unius anni spatium a promotionis suæ tempore jus ei esset ut socio manendi in Collegio, respondit, jus ei integrum esse, idque vi officii locum tenentis (quod officium olim sustinuit), tum etiam potestate senioris

socii; sed custos una cum majore sociorum parte invalidas has ejus rationes judicans magistrum Cooke ulterius Collegii socium non esse debere pronuntiabat.

Hic memorandum, dictum Thomam Cooke constitutum locum tenentem in absentia Custodis, (scripto dato vicessimo secundo Maii 1625) secundum potestatem hanc sibi concessam 30^{mo} Maii 1635, convocasse octo socios quotquot domi in Collegio tunc temporis reperti fuerunt, ut convenirent eum in sacello, qua conventionem is nomine Custodis significabat supradictam rectoriam de Mutford cum Barneby vacare; et ut magister Robertus Sherringham Collegii socius dictæ rectoriæ præsentaretur proponebat, qui ipsius locumtenentis et majoris partis sociorum suffragiis, jus ad præsentationem obtinuit, idque postea communi sigillo confirmatum fuit; interim dictus Cooke nec resignaverat jus suum in manus Episcopi, nec postea cedere de jure suo in dicta rectoria voluit.

Pleniorum rerum in sacello gestarum in hoc negotio narrationem Custodis et sociorum nominibus testatam huc retulimus.

(p. 325 blank)

[p. 326] Mr Cooke sic sive amotus sive ejectus Custodis et Sociorum sententiis acquiescere noluit, sed Regiam Majestatem petitione compellit, Rexque serenissimus hujus causæ cognitionem mandavit Reverendissimo in Christo Patri Domino Gulielmo Laud Archiepiscopo Cantuariensi, honoratissimo Henrico Comiti Hollandiæ, Academiæ Cancellario, et reverendissimo patri Matthæo Wren, Episcopo Norwicensi, qui statim curant Custodem per literas accersiri Cancellarii quod sub hac forma protinus factum fuit.

To Tho. Bachcroft Dr in Divinity
at Cambridge these

After our very hearty commends, Whereas his Majestie upon the complaint and petition of Thomas Cooke bachelor in Divinity, hath been pleased to referre to our hearing the matters in difference betwixt your selfe and him, ~~These~~ are to let you know that wee have appointed to heare this businesse

in the Councill Chamber at Whitehall upon Wednesday the second of the next month, in the afternoone, and doe hereby require you by your selfe or some other sufficiently instructed and authorised by you, to attend accordingly: so not doubting of your care herein we bid you farewell, and rest

Your loving freind

Holland

Feb. 20, 1635.

Quibus acceptis literis Custos statim se accingit itineri, comitatus magistris Moore, Dod, Loveland, et Pickarell, sociis consensu reliquorum deputatis, ut adessent Custodi eumque juvarent consiliis in præsentī negotio expediendo, insuper statutis Collegii, Annalibus, aliisque libris quibus in præsentī lite usus esset instruuntur.

Custos et socii comites, ad dictum diem præsto erant Londini, eo in loco ubi jussi erant expectare. Honoratissimi judices tempore præstituto aderant, adfuitque simul Mr Cooke stipatus et munitus duobus doctoribus juris ad ejus causam agendam, qui ex informatione dicti Cooke graviter accusant Custodem de non observatis statutis, quibus omnibus Custos [p. 327] per suos consiliarios (erant enim quoque duo doctores juris permissi) ita respondit ut calumniæ adversarium facile arguerit, tandem post trium horarum disceptationem re exacte examinata et discussa, domini judices pro Custode sententiam ferunt, et magistrum Cooke juste per Custodem amotum statuunt, sententiamque suam Augustissimo Regi his verbis afferunt.

May it please your Majestie

According to your Majesties gracious reference upon the petition of Thomas Cooke bachelor in Divinitie sheweing that whereas the said Colledge is endowed with rich and great revenues by the founders and benefactours (being Norfolke and Suffolke men) for the maintenance of one Master and certaine fellowes ever to be chosen out of the said Countries, with discretion of præferring the poore before the rich if they be equally qualified with them in worth and parts, and to that end have ordeyned statutes (injoyning the manner of election, and præ-

scribed an oath for the due observation of the same), and that although all elections since the foundation have (for the most part) ever been made accordingly, and the present Master enjoys his præferment in right of both the countryes and the statutes; yet contrary to his office and oath hath broake many statutes and caused of his owne accord many elections to be made of strangers of other countryes, and that being remembred thereof by the petitioner, and withall intreated either to redresse the same at home or to be judged by certaine visitours (to whom the power of interpreting statutes and impounding controversies is solely referred) hath not onely refused soe to doe but still persists in his errour and in uncharitable requitall of the petitioners discharge of his duty, hath of late endeavoured to make voyd his fellowship without any ground of statute or statutable proceeding.

Wee having heard the petitioner and his councell and likewise Dr Bachcroft the present Master and divers of the senior fellowes of the said Colledge and their councell, doe in all duty hereby humbly declare to your Majestie what upon full hearing appeareth to us.

(Caius Stat. 8.) First touching the statute of election unto the said Colledge wee find that the same doth not absolutely [p. 328] require that Norfolke and Suffolke men and such as are of the Diocesse of Norwych bee onely chosen, but that first those of Norfolke then those of Suffolke and of the Diocesse of Norwych be preferred, and wee find that in all times there have beene some of other Countryes admitted, and that the present Master of the said Colledge hath so carefully pursued that statute as at this time of the twelve senior fellowes of that house eleven are of Norfolke.

(Caius Stat. 48.) Secondly concerning the said Masters refusing to be judged by visitors, it appeareth that the statute on that behalfe requires that where the Master and the major part of the twelve senior fellowes shall dissent in opinion touching the interpretation of any statute they shall repaire to the visitors, but the Master and the major part being *capitulariter congregati* adjudged (as appeares under the hands of the said Master and nine of the said fellowes) that Mr Cookes fellowship

and benefice were incompatible by statute, which bound up the Master so as he could not without manifest breach of that statute repaire to the visitors Mr Cooke required.

And thirdly where the said Master is charged to have wronged the petitioner in his owne particular, wee finde his proceeding against the petitioner to have beene with great equitie and moderation, and that in all the said three particulars the Master hath been unjustly charged and is verie innocent. And as wee find just cause utterly to dislike the very frame of the said petition, and likewise the petitioners ingratitude and boldnesse therein, laying heavy scandalls on the Master of the said Colledge who hath formerly been his tutor, and from whom the petitioner could not deny but to have received particular courtesyes; so wee were not well satisfied with the petitioners carriage and behaviour at our hearing of this businesse, inso-much as if he had not been put out of his fellowship we should have enjoined him to have made a publique submission to the Master in the said Colledge.

But whereas the petitioner tooke occasion by the generalitie of the charge layd down in his petition to ravell into sundry particulars, accusing the said Master with the breach of divers statutes of that Colledg, wee cannot free the Master altogether, but find he hath been in some measure to blame in something, [p. 329] albeit not wilfully or singularly faulty in any materiall particular, but onely where the steps of some of his latter predecessours misled him. And albeit wee find many of the particular breaches of statute objected by Mr Cooke to be triviall; yet upon examination of them, wee have made some observations which wee have made it our humble duty to offer to your Majesties consideration, to take such order for reforming of the same as in your Majesties wisdome you shall thinke fitt.

1. (Caius Stat. 31.) That the Master may be enjoined yearly to appoint a president, albeit their statute doth not expressly so direct it.

2. That the junior fellowes of the foundations of Franckland Perse or any other, present or that hereafter may be of the said Colledg, may be sworne as well as the seniors, but not injoy

more profitts or priviledge of voyce and suffrage, or any thing else by reason of that their oath then they doe at this present, untill they shall be chosen and admitted to be seniors. And for this purpose that your Majestie would be graciously pleased to give authority to the said Master to administer the said oath, which we doubt whether he hath now power to doe.

3. That no lease *de futuro* be made by the said Colledge, of any impropriation, for longer then five or tenn yeares at the most, according to the Statute of Caius 86; and that the leases already made in that kind (however these stand good for the present yet) that they be not renewed hereafter for any estate above ten yeares.

4. (Caius Stat. 93.) That the Master and fellowes may be injoynd, after the expiration of the present leases made of their lands, not to renew the same or lett any other to any person or persons contrary to the statute of the Colledge so to doe.

5. That they take good bonds of their tenants to whom they grant leases, obliging them or their under tenants, (which are to be allowed by the consent of the Master and fellowes in writing) to reside on the land they hould of the said Colledge; unlesse it be in cases where otherwise the statute gives way.

6. That they may be injoynd to see that three severall bookes be hereafter exactly kept; the one for accounts, conteyning the expences of the house; a second a register of all the leases and grants, and other like acts made by the Master [p. 330] and fellowes of their lands etc.; and a third conteyning the Annales of the moste memorable acts and accidents of and in the said Colledge; which two last bookes are to be written by the register there, as the statute on that behalfe directs. And whereas there hath beene a neglect in keeping of the third booke ever since 1603, that they see that due care be taken to draw downe the Annalls from that time to this present, as well as may be possible, and so to continue the same henceforth from time to time.

All which wee humbly submitt to your Majesties Royall consideration.

Whitehall March 1. 1635.

Signed

Lord Arch-Bpp of Cant.

Earle of Holland

Lord Bpp of Norwych.

Concordat cum originali.

Ed. Nicholas.

Serenissimus Rex hac accepta informatione presentem litem finaliter diremit, ac in posterum summa cum gratia prospexit Collegii commodo regia hac sua infra scripta ordinatione.

Carolus Rex

Whereas a Petition hath been presented, etc.

Et in fine, To the Master and senior fellowes of Gonvile and Caius Colledge in Cambridge (vide decretum integrum in Libro Stat. p. 122).

Summa expensarum hujus litigii, quære, in libro Bursarii ad computum Annunciationis.

Cum Magister Matthæus Stokys, per testamentum suum ultimum, donationis suæ peculiarem computus seu rationis librum fieri curavit, nec per eum provisum erat de aliqua mercede Bursario aut alio reddenda, ob operam illi impensam [p. 331] muneri, decretum erat 3^{tio} Novembris 1635 per Custodem et socios illius officii curam Collegii Bursario committi, qui e redditibus ex donatione illa provenientibus quotannis stipendium viginti solidorum ob rationem illam fideliter redditam recipiat.

27 Novembris, prima locatio manerii nostri de Shelford Magna in Comitatu Cantabrigiæ pro termino viginti annorum a festo Sancti Michaelis 1635 facta fuit Edwardo Ventris generoso; priori indentura Collegio reddita et cassata.

Hoc anno, 1^o Februarii, Jeremias Taylor Cantebrigiæ natus, artium magister et hujus Collegii socius ex fundatione Persiana, sponte resignavit jus suum omne ad dictum sodalitium. Huic

erat summum ingenii acumen, quod industria non vulgari instruxit et polivit adeo ut supra ætatem sapuit et magnis in Ecclesiæ muneribus subeundis par erat, anno enim uno aut altero a gradu magisterii suscepto ad fungendum concionatoris sive prælectoris munere in ecclesia Cathedrali Divi Pauli Londini vocatus est per eos quorum fidei illius prælecturæ (a Colletto institutæ) cura commissa erat; quod quidem officium non nisi viris ætate maturis et eruditione eminentioribus mandari solitum erat, Taylerus vero hic noster talem hic se præstitit virum ut admirationem sui apud auditores doctissimos quamvis excitavit. Hinc fama illum undequaque celebrante, ad notitiam Reverendissimi Archipræsulis Cantuariensis Gulielmi Laud pervenit, qui viri merita non minori fama deprehendens, suum esse voluit, ac protinus eum a Collegio nostro amotum, socium Collegii Divi Johannis Oxonii eligi curavit, ubi inter viros claros constitutus famæ detrimentum nunquam passus, sed doctoratus in SS. Theologia gradu insignitus splenduit magis. Is, uxore ducta, ad rectoriam de Uppingham in Comitatu Rutlandiæ promotus est, ubi vigilantissimi pastoris munere functus est, quamdiu tumultus militares non obstreperent, sed civili flagrante bello Taylerus quod regias tuebatur partes fugatus est, variisque casibus jactatus, tandem in Walliam compulsus est ubi poterat latuit; non tamen Ecclesiæ inutilis vixit sed libris editis Episcopatum strenue asseruit, orthodoxæ fidei patronum se præbuit et ad pietatem aspirantes tum scriptis tum exemplo (ut fidi Pastoris est) præivit. Libros ab eo scriptos non facile est recensere, plures tamen quos vir pius et doctus meditatus, speramus lucem visuros ad Ecclesiæ commodum et dei gloriam. Multa quæ de Taylero nostro hic referuntur insequentibus annis gesta sunt, sed hic simul congegimus, ut dignissimi viri elogium, melius uno intuitu spectandum proponatur.

[p. 332]

Anno 1636

May 27^{mo} 1636, supra memoratæ ordinationes regiæ de rebus controversis inter Custodem et magistrum Cooke, in sacello primum exhibitæ et publicatæ fuerunt, ac summa qua decuit observantia a nobis omnibus acceptæ.

Novembris 2^{do}, ordinationes et solutiones superius ad decimum primum Aprilis 1630 constitutæ, hoc anno renovatæ fuerunt eo quod morbus quidam contagiosus societatem nostram invasit, quo Jacobus Daniell socius, Edwardus Dod, Edwardus Rant, scholares, et Johannes Jannion, pauper scholaris, extincti sunt. Radulphus Philips socius eo correptus, exorto et rupto bubone salvus evasit, sed bonus Deus nostrum misertus, grassantem luem sistit, ita ut post unum et alterum mensem, qui aufugere redeunt et desolatum Collegium solita frequentia exhilarant. Deo salvatori in æternum laus et gloria.

Anno 1637

Hoc anno ad 25th Martii, Catherina relicta Martini Perse armigeri ejusque ultimi testamenti executrix, nobiscum agit de firmis in Frating, Comitatu Essexiæ, et Bassingbourne in Comitatu Canteburgiæ, olim dicto Martino elocatis, quas cupit rursus in manus Custodis et sociorum successorumque recipi per Collegii feofatus. Quis autem conventionis exitus fuerat ex subscriptis articulis constat.

25 Martii 1637

Agreements betweene the Master and fellowes of Gonville and Caius Colledge in Cambridge, on the one party, and Katherine Perse of Cambridge, widdow, on the other party, as followeth, viz.

Imprimis, the said Master and fellowes are agreed to take into their owne hands the lease of Frating in Essex and the two leases in Bassingborne which Martin Perse held at his death.

Item, M^{ris} Perse promiseth to surrender up the said leases at or before the last day of this March to the said Master and fellowes.

Item the said Master and fellowes are to have all rents hereafter due from all and every the tenants.

[p. 333] Item, the said Master and fellowes promiseth that the said M^{ris} Perse shall have to her owne proper use all her

household stuffe utensills, in Frating house, to sell or carry away at her pleasure.

Item, the Master and fellowes promise to performe the covenants M^{ris} Perse had made with Mr Tuke for his new lease.

Item, M^{ris} Perse is never hereafter to receive any benefitt by the said leases or any of them; but all is to redound to the use of the Master and fellowes and their successours.

Item, the said Master and fellowes promiseth to deliver to the said M^{ris} Perse all her bonds and bills and covenants, and for ever hereafter to discharge her, her heyres successours and administratours, concerning the premisses. *In witnesse whereof* they have set to their hands the said 25 day of March 1635.

Witnesse.

Thomas Bachcroft Custos.

Valentine Perse.

The marke K of Katherine Perse.

Nicholas Whiston,
and Richard Pettit.

William Moore.

Cum sacellum interius, divinis officiis destinatum, angustius erat quam usus postulaverat, nec omnes in Collegio studiosi commodè in eo convenire simul poterant ad sacra peragenda, ideo Custos et socii illud hoc anno ampliandum curaverunt. Eo nimirum, a monumento Doctoris Legge orientem versus, protenso, ad spatium...pedum; quo tempore necesse fuit monumentum Fundatoris Caii (ablatis cancellis ferreis, quibus cingebatur) ab eo quo primum structum erat loco, amoveri; pauloque remotius a crypta camerata ubi conditur corpus ad parietem illud pensile figi. Eadem tamen (in quantum fieri poterat) manente fabricæ forma, eademque materia, reparatis insuper et restitutis benefactorum insigniis, in veteri fenestra ad orientem, suis in locis positis. Cumque Sacelli arcuatum laquear vetustate corruptum erat, illud refici, et opere cælato artificiose depicto, auro variisque coloribus eleganter interstinctis decorari curavimus. Ad horum operum sumptus sublevandos contulerunt 93^{li}. 0. 0 viri, ob benevolum in Collegium affectum hic non tacendi, viz....Hewlett S. Theol. Bacc. et Ecclesiæ Norwicensis præbendarius, olim hujus Collegii alumnus, contulit decem libras; Johaunes Symonds quondam hic sacellanus ex Hibernia

[p. 334] (ubi tunc temporis floruit) nobis transmitti curavit, quadraginta libras: Thomas Wake paulo ante Collegii socius, et rector ecclesiæ apud Borough-green in Comitatu Cantabrigiæ, dedit viginti libras. Richardus Wendy, generosus, de Haslingfield, dedit decem libras. Thomas Richardson, eques auratus, quondam inter nos commensalis tres libras: Gulielmus Moore tunc temporis socius decem libras.

Summa ex benefactorum donis 93 lib.

Johannes Cosin S. Theologiæ Doctor, Collegii Divi Petri præfectus sive Magister, Ecclesiæ Petroburgensis Decanus dignissimus, hujus Collegii quondam socius, vir ad ornanda sacra addictissimus, decem libras dono dedit quibus Sacram Mensam comparari voluit. Sane vir pius tum hic tum alibi satis testatum fecit se semper dilexisse decorum domus Dei. Expensarum quod deerat, ultra summam collatam a benefactoribus, erogavit communis cista Collegii, viz., 433^{li} 8^s. 10.

Nec nostri solius Sacelli nobis curæ erat, sed ad ornandum adytum ecclesiæ Sancti Michaelis, hic in vicinio sitæ, quinquaginta solidos gratis dedimus, ad sextum Octobris 1627.

Hic annus sacrarum donationum ferax erat; supra memoratis enim benefactoribus accessit Gulielmus Skippon generosus Norfolciensis, comiti Bathoniensi a consiliis domesticis, hujus Collegii quondam alumnus. Is testamento facto, legavit Collegio calicem sacram deauratam viginti sex 3... singulis uncis æstimated valere 7^s 6^d, sculpturæ impenduntur 7^s, thecæ 4^s, in toto constitit 10^{li} 08^s 08^d. Insculpta visitur effigies boni pastoris humeris domum referentis ovem deperditam, cum hac inscriptione.....

Lucas Skippon ejus ex fratre nepos, vir integerrimus, nec minus ob pietatem et eruditionem spectandus, is legatum hoc nobis fideliter præstitit.

[p. 335]

Anno 1638

Aprilis 14, 1638. Richardo London Norfolciensi artium magistro, collegii socio, et Medicinæ studioso, concordi consensu

Custodis et sociorum data est copia absentandi se, et studendi in transmarinis regionibus, sub iisdem conditionibus quibus per statuta cautum est, is, 26^{to} Aprilis tactis evangeliis, iuramentum suscepit, se studio tantum Medicinæ alienas regiones velle invisere, reipublicæ Britannicæ ac Collegii nostri honori consulere et consulturum. Quo iuramento prestito, ut literas habeat testimoniales veniæ absentandi se in regionibus transmarinis sub communi sigillo concessum erat. Insuper testimonio gradus, vitæ, morum, et conversationis, eum honestavimus, scriptoque commune sigillum apponi fecimus; atque ex abundanti subscriptis Custodis et sociorum nominibus. His ita peractis, de emolumentis, tempore absentiæ percipiendis ex sodalitia, cœpit contendere, eaque de re Cancellarium Academiæ petitione exhibita compellavit, cujus facti certiores nos fecit honoratissimus Dominus his infra scriptis literis.

After my very hearty commendations I understand by the petition of Mr Richard London one of the senior fellows of your Society, that according to the indulgence of your statutes to the studdy and professors of Physicke, you have given him leave to travell, but withall refusd him such allowances as by the same statute he conceiveth that he ought to have for his sustentation abroad. His address thereupon and request to me will best appeare to you in his owne papers, which I send you here inclosed for that purpose, desiring you if you find reason in them to make his contentment your owne favour to him, especially in a case wherein his industry seemeth to deserve respect, or otherwise so to informe mee in the businesse, as I may be able to make him such answer as is fitting, and so I rest

Your assured freind

Greenwich

Henr. Holland.

5 June 1638.

[p. 336] Inclusæ chartæ tales erant.

To the Right Honourable Henry Earle of Holland one of his Majesties most honourable privy councill, and Chancellour of the University of Cambridge.

The humble petition of Richard London, master of arts,

and one of the senior fellowes of Gonvile and Caius Colledge in the aforesaid University,

Humbly sheweth,

That whereas by a locall statute of the said Colledg, leave is given to the students of Physicke onely to travell beyound the seas for the study of Physicke and the advancement of Learning in that profession, and whereto the petitioner by his fellowship (founded by Dr Caius) is bound by statute to apply himselfe and according to the statute hath lately obtained three yeares leave of the said society with their joynt consent under their Colledge seale so to doe, yet your petitioner is denied by the Master and many of the fellowes such meanes and emoluments as by good advice upon statute he justly conceived to appertaine to his fellowship in the said Colledge, whereby he is made altogether unable to defray the charges of his journey and mainteyne himselfe in transmarine universities, as Padua, Bononia, Montpelier, Paris, etc., mentioned in statute by our learned founder Dr Caius.

So that your Petitioner cannot fulfill that statute to his owne benefit, the good of others, or the honour of the said Colledge, as by oath he is obliged, and further it is the constant custome of all other Colledges (so farre as he can learne) in Cambridge and Oxford to allow all dividends to travellours of this nature.

Your Petitioner therefore most humbly beggs assistance from your honour herein, beseeching your Lordship of your honourable goodnesse and wisdom, to require of the said [p. 337] Master and fellowes, in writing, or demand from them some sufficient reasons to the contrary, why all such dividends (not excepted by expresse statute whereunto your petitioner willingly submitteth himselfe) should not be allowed him towards his necessary expences in travell as to any other actually present in the said Colledge.

And your petitioner as in duty bound shall daily pray for your honours health etc.

To the Right Honourable Henry Earle of Holland, one of his Majesties most honourable Privy Councill and Chancellour of the Universitie of Cambridge.

The humble petition of Richard London master of arts and fellow of Gonville-Caius Colledge in the University of Cambridge.

Having lately exhibited to your Lordship the ground of his complaint, with the inconveniences that must ensue to the students in Physicke in that Colledge, etc., and because some doubts may arise from these quæryes following, your petitioner most humbly prayeth your honour to desire the Master and fellowes of the said Colledge, to these and every of these to answer expressly to your honour in writing, that by this meanes your Lordship may truely judge how just the motives are of your petitioners complaint, who desires no further favour from your Lordship herein then the justice and meritts of his cause deserveth.

1. Whether by the word *dividendis* in the 54 statute of Dr Caius, bee meant that all dividends arising since the making thereof, as corne money, and many other dividends, should goe to the use of the Colledge or not.

2. Whether Richard London, fellow of Gonville and Caius Colledg, hath right to all dividends as any other fellow being [p. 338] present in the Colledge.

3. Whether they have any expresse statute (having given him leave to travell under the Colledge Seale) to take away his corne rents and other dividends, or not.

4. Whether they have any custome against that particular statute, of Dr Caius 54, to deprive him of his dividends above mentioned.

5. Whether you have any convincing reasons to deny him those his rights and profitts without which the statute is likely never to be put in execution.

Acceptis Cancellarii literis una cum inclusis chartis modo memoratis, protinus Custos et socii iis tale expediunt responsum.

Right Honourable and our most Noble Lord.

In all humble obedience unto your Lordships pleasure we heere make tender of our answer unto the complaint of Mr London, and by these our particular replyes unto his severall quæryes (which is the way he desireth your Lordship to præ-

scribe unto us) wee hope not onely to cleare ourselves unto your Lordships justice, but also to quiett him, if his aime be not more to molest us then to satisfie himselfe; if notwithstanding these our endeavours he shall still seeme confident of his pretended right, it is our humble petition unto your Lordship to referre him (so soone as wee shall actually detaine whatever he may prætend herein due to him) and us to your Vice Chancellours consistory, a court of justice and equitie. And least he should pretend that therein we seeke the advantage of his absence before he goeth (if his hast to forreine parts be such as that he cannot stay), he may sufficiently instruct his deputy and proctor. Wee are humbly bold to crave this at your Lordships hands, because otherwise wee feare the prosecution may proove both chargeable to the Colledge and tronblesome to our occasions. Wee were taught by late experience how much disquiet one mans wilfulnesse may bring [p. 339] upon a whole society, the quietting of which puts us in mind of that never to be forgotten favour we then received from your Honour, which shall oblige us ever to remayne

Your Lordships most humble servants

To the Right Honourable	Thomas Bacheroft
the Earle of Holland the most	Tho. Gostlin Edw. Salter
carefull Chauncellour of the	W ^m Moore Hen. Glisson
University of Cambridge.	Will ^m Blanks Rob ^t Pickarell
	Jos. Loveland Jo. Rant.

From Gouville-Caius Colledge
in Cambridge, June 19, 1638.

The reply and answer to Mr Londons quæries.

1. To the first, wee answer that wee conceive that the dividends specified in the 54 statute were onely such as were in use in the time of Dr Caius, because he could not foresee what dividends might after arise, nor the reasons which might justly cause different proportion of division betweene the discontinuers and others that were resident.

2. To the second wee answer that Mr Rich. London, while he is resident in the Colledge, hath right to all dividends as

other fellowes have and alwayes have received the same, and have moreover had his share with the present fellowes of all those dividends which the absent lost, according to the custome of our Colledge since corne money came in esse.

3. To the third we answer, the dividends in use in Dr Caius his time are debarred him by the expresse statute 54, and for the dividend of corne money which arose since, it being by the statute of the land ordered to be expended for the releife of the commons and diett in the Colledge, whereof none absent can partake, we conceive that ground to have been sufficient for our predecessours at first to have founded that our custome upon, [p. 340] as also for us to continue the same, wee being forbidden by statute of the Colledge to alter the same manner of defraying of our diett and commons as was left us by Dr Caius, and before his time practised in our Colledge.

4. To the fourth wee answer that wee have a custome to deprive all absent men, though upon as necessary occasions as he can pretend in this case of his travell, which custome is neither against that particular, or any other statute.

And further for our parts wee conceive no such absolute necessity of his travelling, which may be a priviledge to him more then any other, and for the equitie of the custome, it was lately approved by your Lordship and the rest of the Honourable referrees deputed by his Majesty in Mr Cookes case.

5. To the fifth we answer (1) that we conceive it as reasonable to deny him this dividend as to deprive others being absent upon as great if not greater necessity. Secondly wee have reason to mainteyne this our custome so long practised, and lately approved by your Lordship. Thirdly wee have enquired of the practise of some other Colledges, and doe find that such as have leave to travell loose as much as other absent men, either in their corne-money or something equivalent to it according to their severall customes. And for that clause [that without he may have his pretended dividend the statute is never like to be put in execution] wee say that the statute is only permissive and not obligatory or commanding, and yet this indulgence of statute may very likely be put in execution by such as have both meanes and will to travell without desire of

infringing our ancient customes or intrenching upon the rights and dues of such, as are necessarily constreyned to attend upon the service and government of the Colledge.

Huic nostræ responsioni nihil regerit Mr London, unde Magister Pickarell, quem constituimus causæ nostræ actorem et sollicitatorem, domum dimittitur, Cancellario nostram responsi-
[p. 341] onem approbante, sicut Henricus Lucas, qui ei a manu erat, hisce ad nos datis literis testabatur.

Sir,

My Lord hath received and perused upon your answer to his Lordships letters, and Mr Londons petitions and quæries. But he appearing not, to make any reply thereunto, Mr Pickarell is dismissed of any further attendance here, having received from my Lord his owne expressions of accepting in very good part the respects and readinesse of your answer. And for ought I can see in the businesse upon this issue you have driven it to, you are not likely to be any further troubled therein, unlesse Mr London thinke so well of his pretended right to pursue it in Mr Vice Chauncellours Court whither in that case you have invited him. Howsoever I pray beleive I shall be alwayes ready according to my weaknesse to serve the Colledge and your selfe as being

To the Reverend and	Your very affectionate and humble
my much honoured freind	Servant Henry Lucas
Mr Dr Bacherofft Mr of	St Martins Lane 21 June 1638.
Gonville-Caius Colledge	
in Cambridge.	

Ordinationes et provisiones annis 1630 et 1636 factas, jam tertio ad vicessimum quintum Junii hujus anni renovari necesse fuit; morbus enim pestilentialis Cantabrigiam afflixit non uno in loco, qui tamen intra tres quatuorve menses summo favore numinis extinctus erat, ita ultra vicesimum septimum Septembris 1638 dictæ ordinationes vim non obtinuerunt. Deo Soteri laus ob restitutam sanitatem.

Cum Johannes Normington socius diuturniorem absentiae moram a Collegio faceret quam Collegii Statuta permitterent, aliasque ob causas, Decembris vicesimo secundo ordinatum est

per Custodem et Socios eum citatione communi sigillo sigillata admoneri ut ad vicissimum secundum diem Martii proxime [p. 342] futurum adesset in Collegio, redditurus rationem (si quam haberet) talis suæ absentiae.

Forma citationis hæc erat.

Thomas Bachcroft Sacrae Theologiae Professor, Magister sive Custos Collegii de Gonville et Caius fundati in honorem Annuntiationis beatæ Mariæ Virginis in Universitate Cantabrigiæ, et socii ejusdem Collegii, omnibus et singulis Christi fidelibus has literas visuris vel audituris nec non omnibus et singulis literatis quibuscunque salutem in Domino. Cum Johannes Normington in artibus magister ac Collegii predicti socius, sese a Collegio predicto absentaverit ultra tempus eidem assignatum et limitatum pro reditu suo, nullam in Collegio predicto faciens aut observans residentiam, prout per tenorem statutorum Collegii predicti tenetur, in manifestam violationem statutorum predicti Collegii, Nos igitur prefati Magister et socii vobis omnibus et singulis committimus, ut eidem Johanni Normanton notum faciatis, cui nos etiam per presentes notum facimus eundemque tenore presentium citamus, quod compareat coram nobis in sacello et loco capitulari et consueto dicti Collegii, die Veneris existente vicesimo secundo die mensis Martii proximi futuri post datam præsentium, inter horas nonam et decimam ante meridiem ejusdem diei, causam rationabilem, si quam habeat, allegaturus et probaturus, quare contra eum pro absentia et residentia sua in Collegio predicto juxta tenorem statutorum dicti Collegii et juris in ea parte exigentium procedi non debeat, et quare ad corporalem residentiam et moram faciendam in Collegio predicto compelli etiam non debeat, ulteriusque facturi et recepturi (?) quod justum fuerit in premissis.

In cujus rei testimonium sigillum commune Collegii predicti præsentibus apponi fecimus. Datum vicesimo secundo die mensis Decembris anno Domini millesimo sexcentesimo tricesimo octavo.

[p. 343] Cum vero dictus Magister Normanton, nec ad dictum diem nec ullum alium prout oportuit comparuerit, nec ulla nobis innotuit justa absentiae causa per literas aut aliter significata, contumaciae suæ poenas dedit meritas, non tamen

ante vicesimum nonum Maii anni insequentis, quo die ejus sodalitium vacare custos pronuntiabat. Is non multo post trajecto mari ad partes se contulit pontificias.

Anno 1639

Gulielmus Watts Norfolciensis, olim hujus Collegii capellanus sive socius, hoc anno gradum Doctoratus in Sacra Theologia obtinuit. Vir erat faceti et vivacis ingenii, sedentariæ vitæ impatientis, quo inter homines conversari quam musæolo se abdere multo meliorem fore conditionem duxit; nec diu urbem aulamque frequentaverat antequam viris magnis satis innotuit viri virtus, inter cæteros Dominus Albertus Mortonus eques auratus affectu haud vulgari eum complexus est; ita ut anno 1621 dignissimus vir peregre profecturus ad legationem in Gallia alibique obeundum, Watsium comitatui suo adjunxit, concessa prius venia absentiae suæ (erat enim tunc temporis Collegii sacellanus) per custodem et socios quamdiu in regni negotiis abfuerit, decemque libris ex Collegii dono acceptis; quod sane luculentum erat testimonium, eum Custodi et sociis fuisse percharum. Perfuncta legatione, Dominus Albertus in ipso reditu moritur, non sine ingenti suorum luctu, inter quos Watsius tali patrono orbatus justam mæoris causam habuit, Deo vero providente aliorum accessu ea sarcita est jactura, statimque post ad Rectoriam [Sti Albani] in Wood street Londini, promotus. Pluribus annis ibidem incumbit fideliter pastoris muneri, quo temporis spatio, horis subsecivis multa meditatus est posteris profutura, inter cætera Anglice vertit Divi Augustini Confessiones, easque vindicavit a falsa interpretatione cujusdam Pontificii, notisque eruditis illustravit. Bellum quoque Germanicum a Gustavo Adolpho gestum fideliter narravit libro cui titulum adscripsit, *The Swedish Intelligencer*; quod opus, militare [p. 344] quamvis, non tamen inutile censendum Ecclesiæ Reformatæ; plurimum enim intererat ejus dejectum et rursus erectum statum palam fieri. Mathæum item Parisium inter historicos principem, multumque desideratum, ad limam revocavit, multisque additamentis et glossario erudito a se composito

auctiorem edidit, anno 1640, atque in testimonium gratitudinis suæ hujus editionis librum in Bibliotheca nostra reponendum dono dedit. Concionem quoque edidit de mortificatione, aliaque plura meditatus, quæ omnia civile bellum intercepit, quo, quod partibus Regiis addictior erat, ædibus propriis pulsus, fugatusque, a Ruperto Principe Palatino receptus est, cujus nutantem fortunam, terra jactatus et alto, Hyberniam usque secutus, Kinsalie oppido maritimo obiisse dicitur. Ut supra de Taylero ita est hic, multa quæ retulimus post hunc annum contigere, sed maluimus elogium viri simul exhibere, quam aut quædam dicenda omittere aut intercisam nimis et hiantem narrationem instituere aliis in locis Watsium memorando.

Cum ex redditibus fundorum apud Frating etc. (vide integrum decretum in libro Actorum Collegii anno 1639).

Sed hic memorandum, dicto stipendii augmento quatuor librarum socii Persiani diu non gaudebant ob redditus fundorum in Frating male solutos, alia damna quæ ibidem sustinuimus ut ex libro rationali Persianæ Donationis liquido constat.

Hoc anno utriusque areæ cancelli, vetustate corrupti et inutiles, amoti fuerunt ea tamen conditione, ut postea cum opportunum fuerit, alii in eorum loco restituantur. Eodemque tempore in reficiendis ædificiorum tectis, quæ per totum fere collegii spatium longo temporis tractu perforata et attrita ruinam minitabantur, non minus quam trecentæ libræ impensæ fuerunt in tegularios, fabros lignarios, aliosque id genus opifices.

Anno 1640

Cum tempus electionis statutum socii et scholarium ex fundatione Magistri Matthæi Stokys, secundum ejus testamentum, jam instaret, nono Junii 1640, ad illud negotium expediendum Custos et socii conveniunt in sacello; quo conventu Thomas Wakeman Norfolciensis et artium magister, fundatoris Stokys ex sorore nepos, primus hujus foundationis socius; item Thomas Ralph et Christopherus Scott Norfolcienses, primi scholares eliguntur, alterum scholarium nominandi jus fundator [p. 345] voluit ad dictum locum (ad Episcopum Eliensem

qui tempore fuerit) intra binas menses spectare, de qua re per literas infrascriptas eum certiore fecimus.

Reverendissimo in christo Patri ac Domino Domino Matthæo Providentia Divina Eliensi Episcopo.

Thomas Bachcroft SS. Theolog. Professor, Magister sive custos Collegii de Gonville et Caius fundati in honorem Annunciationis B. Mariæ Virginis in Universitate Cantebrigiensi, et ejusdem Collegii socii, omnimodas reverentias cum honore.

Cum per ultimum testamentum venerabilis viri Matthæi Stokys Collegii nostri Caio-Gonvilensis non ita pridem socii, stipendia trium scholarium imperpetuum Collegio predicto concredita sint, ita tamen, ut eorum unus per Episcopum Eliensem et successores ejus quoties locus vacaverit nominaretur, Nos Magister sive Custos et socii Collegii predicti (prout voluntate defuncti astricti sumus) significamus plenum ac primum jus nominandi unum scholarem (modo intra binas menses) ad paternitatem vestram attingere, humillimeque petimus ut quamprimum reverentiæ vestræ tempestivum videbitur, quem paterna vestra pietas charitatis intuitu prosequatur, is in locum jam possidendum nominetur. **En Cuius** rei testimonium sigillum nostrum commune præsentibus apposuimus. Datum in Collegio nostro 15 Junii 1640.

Quibus acceptis literis Matthæus Eliensis Episcopus in hunc modum rescripsit.

Matthæus Permissione divina Eliensis Episcopus atque decanus sacelli Domini Regis, venerabilibus viris Thomæ Bachcroft [p. 346] SS. T. P. Magistro sive Custode Collegii de Gonville et Caius fundati in honorem Annunciationis B. M. V. in Universitate Cantebrigiensi atque ejusdem Collegii sociis salutem, gratiam et benedictionem.

Cum per literas vestras datas 15 die Junii ultimo elapsi nobis significarit, quod per ultimum testamentum venerabilis viri Matthæi Stockys Collegii vestri predicti non ita pridem socii, stipendia trium scholarium in perpetuum Collegio vestro predicto concredita sint, quodque plenum et primum jus nominandi unum de tribus scholaribus antedictis ad nos et successores nostros Episcopos Elienses quoties locus vacaverit attingat.

Nos igitur virtute testamenti predicti, dilectum nobis in Christo Thomam Childerston in Collegio vestro studentem, ad locum scholaris antedicti per præsentes nominamus, intuitu charitatis rogantes quatenus præfatum Thomam Childerston ad locum scholaris prædicti, quam primum commode fieri poterit, eligatis sive admittatis. In cujus rei testimonium sigillum nostrum Episcopale præsentibus apponi fecimus, datis apud manerium nostrum de Downeham infra iusulam Eliensem 7 die Julii anno Domini millesimo sexcentesimo quadragesimo, nostræ translationis ad sedem Eliensem anno tertio.

Hunc Thomam Childerston alias Cheston Suffolciensem, ab Episcopo Matthæo Eliensi, predicta forma nominatum, in locum scholaris ex fundatione dicti Matthæi Stokys Custos et socii communi consensu elegerunt.

Anno 1641

Ab illo tempore quo locatio rectoriarum de Debham et Honyng in Comitatu Norfolciensi Magistro Matthæo Stokys ab Episcopo Eliensi concessa fuit, multi effluxere anni, commodum igitur Collegio fore duximus prospicere ut locatio dicta tempestive renovetur, atque in eum finem communi consensu Custodis et sociorum ad episcopum Eliensem Matthæum, Londini commorantem, Mr Loveland missus est, cujus sollicitatione dictæ [p. 347] Rectoriæ pro termino viginti...annorum rursus Collegio conceduntur, ut apparet in libro rationali computo Magistri Stokys appropriato.

Gulielmus Wortes Norfolciensis artium magister et socius ex fundatione Doctoris Wendy, hoc anno Collegio valedicens, ad animarum curam in Suffolcia se contulit, ipsoque decessu in sui memoriam et grati animi testimonium Bibliothecæ dono dedit; Jani Gruteri Lampadem, sive Thesaurum Criticum, hoc est Scriptores Criticos tomis sex distinctos, quo sane dono Bibliothecam nostram ornavit et auxit scriptore non alienigeno et inhospiti, sed alumno. Janus hic Gruterus Antwerpiae natus 1563, et Norwici educatus sub Doctore Matthia, anno 1577 in nostram societatem admissus Junii 11^o, prima Academicæ literaturæ tyrocinia hic apud nos posuit. Is de semet ipso

scribens, in præfatione ad florilegium magnum navat se a matre et abavia et esse et audire Anglum, eaque in insula vixisse, adolevisse, studuisse aut Norwici aut Cantabrigiæ, ab anno ætatis quarto usque ad decimum nonum; reliquos adolescentiæ suæ annos egit Lugduni Batavorum; Heydelbergiæ consenuit. Tandem Austriacis armis undique obstrepentibus Gruterus civilis belli tempestates fugiens meditabatur reditum in Angliam, quod in Anglia educatus ideoque (ut scribit) ad curam et tutelam matris propriæ propriusque spectare videatur, tanto quidem magis quod in insula illa fortunata perpetuo vixerit adoleverit studuerit etc. Heydelbergia capta et direpta omnibus exutus bonis, haud multo post ultimam vitæ stationem elegit Brittæ apud generum, ubi cessit fatis illustrissimus Gruterus.

p. 348 blank.

[p. 349]

Anno 1642

Thomæ Buckenham artium magistro et socio Medicinæ studioso, concessa est copia se absentandi et studendi in regionibus ultramarinis, ita tamen ut hæc concessio non obtineat vim priusquam triennale spatium, magistro London anno 1638 concessum, se determinavit. Concessio hæc per literas hæc forma scriptas, et communi sigillo sigillatas, confirmata fuit.

Omnibus Christi fidelibus ad quos hoc presens scriptum pervenerit nos Thomas Bacheroft SS. Theol. Doctor Magister sive Custos Collegii de Gonville et Caius fundati in honorem Annunciationis beatæ Mariæ virginis in Universitate Cantebrigiæ, et socii ejusdem Collegii salutem in Domino. Sciatis nos prefatos Custodem et socios virtute statuti cujusdam a fundatore nostro Johanne Cayo in hanc rem conditi, dilecto nobis in Christo Thomæ Buckinham artium magistro, et Collegii nostri socio, concordi consensu veniam concessisse, in regionibus transmarinis peregre per triennium agendi, quo feliciores in studio Medicinæ, (cui se addixit) progressus faciat. In cujus rei fidem sigillum commune Collegii nostri prædicti huic præsentī scripto apposuimus Apr. 11^o 1642.

Hunc quoque dignissimum virum literis hisce nostris testimonialibus insuper honestavimus.

Omnibus Christi fidelibus ad quos hoc præsens scriptum pervenerit. Nos Tho. Bacheroft S. T. D. Magister sive Custos Collegii de Gonville et Caius fundati in honorem Annunciationis Beatæ Mariæ virginis in Universitate Canteburgiæ et socii ejusdem Collegii salutem in Domino. Cum dilectus nobis in Christo Thomas Buckenham, artium magister et Collegii nostri socius, justis de causis testimonium vitæ ac gradus suscepti a nobis postulaverit, sciatis quod is per tredecim annos nobiscum commoratus sit, atque ita vitæ suæ rationem instituerit, ut [p. 350] propter morum probitatem ac operam in bonarum artium disciplinis felicissime positam gradum magisterii in artibus abhinc sexennio ab Academia obtinuerit ab eo tempore in Philosophiæ ac Medicinæ studiis et sedulam navarit operam, et laudabiles progressus fecerit, nobisque dignus apprimè visus sit quem literis hisce nostris vobis omnibus et singulis insuper commendemus. In cujus rei testimonium nos prefati Magister sive Custos et socii Collegii predicti huic præsentì scripto nomina nostra apposuvimus.

Dat. Ap. 11 1642	Thomas Bacheroft Custos	Joh. Loveland
Ed. Salter, secretarius.	Thomas Gostling Præses	Edw. Bladwell
	Gulielmus Moore	Gulielmus Buxton
	Gulielmus Blankes	Rob ^t Pickarell
	Robertus Sherringham	

Magistrum London ultra statutum tempus absentandi se Collegio moras nectantem, adhuc in transmarinis regionibus, citavimus ut maturet reditum, cujus citationis formula communi sigillo sigillata et ostio sacelli affixa talis fuit.

Thomas Bacheroft SS. Theol. P. Magister sive Custos Collegii de Gonville et Caius fundati in honorem Annunciationis beatæ Mariæ Virginis in Universitate Canteburgiæ, et socii ejusdem Collegii omnibus et singulis Christi fidelibus has literas visuris vel audituris, necnon omnibus et singulis literatis quibuscunque, salutem in Domino.

Cum Richardus London Collegii predicti socius, sese a Collegio predicto absentaverit ultra tempus eidem assignatum et

limitatum pro reditu suo, Nos igitur prefati Magister et socii vobis omnibus et singulis committimus ut eidem Richardo London notum faciatis, cui nos etiam per præsentis notum facimus, eundemque tenore præsentium citamus, quod compareat coram nobis in sacello et loco capitulari et consueto dicti Collegii, die existente vicesimo quinto die mensis Februarii proxime futuro post datam præsentium, inter horas nonam et decem ante meridiem eiusdem diei, causam rationalem si quam habuit allegatur et probatur quare contra eum pro absentia et nonresidentia sua in Collegio predicto juxta tenorem statutorum dicti Collegii et jura, et juris in ea parte exigentium, procedi non debeat: ulteriusque facturus et recepturus quod justum fuerit in premissis. In cujus rei testimonium sigillum commune Collegii predicti præsentibus apponi fecimus. Datum 25 die mensis Novembris, anno Domini millesimo sexcentesimo quadragésimo secundo.

[p. 351] Mr London expectatus dictis die et horis non comparuit, nec per literas moram excusavit. Custos vero ne extremo jure egisse videatur vacationem sodalitii ejus per aliquot dies pronunciare distulit. Interim Regiæ hæ litteræ datæ sexto Februarii, sed post vicesimum quintum ejusdem nobis traditæ, fuere,

To our Trusty and welbeloved the Master and fellows of our Colledge of Gonvile and Caius in our Universitie of Cambridge.

Charles Rex.

Trusty and welbeloved, wee greet you well. Whereas wee are given to understand that Mr Richard London, is now fellow of that our Colledge of Gonvile and Caius in our Universitie of Cambridge, and that about foure yeares since he hath had, by your licence granted him according to the statute of our said Colledge, licence to travaile into forraigne parts for the bettering of his studies in Physique and Chyrurgery, wherein as wee are informed he hath not a litle advanced himselfe and dayly endeavours to perfect the same. And therefore since you conceive that his absence from our said Colledge cannot by

reason of the said Statute be longer dispensed with than til the five and twentieth of this instant February, Our Royal Will and Pleasure is, that you grant him further licence to be absent from our said Colledge for three compleat yeares hereafter to ensue, and allow him all his stipend rights and profitts accordingly in the meane time, any statute interpretation or impediment to the contrary notwithstanding.

Given at our Courte at
Oxford the sixt day
of February 1642.

[p. 352] Quibus acceptis nihil a Custode aut sociis contra actum erat, sed vi dispensationis Regiæ Magistro London absentia in triennium amplius continuata erat. Quo privilegio diu non gaudebat; paulo enim post per Comitem Mancestresem omni jure suo in Collegio privatus, Genoam migrans ibidem ultimum clausit diem, sed prius (ut accepimus) Patavii doctoratus in Medicina gradu insignitus est.

p. 353 blank.

[p. 354]

Anno 1643

Vicesimo sexto Octobris 1643 Thomæ Wesenham tenenti (ut loquuntur) customario de Roughton in Comitatu Norfolciæ in quibusdam terris quas per copiam tenuit de manerio ibidem nostro, concessa est potestas et licentia cædendi et vendendi octodecim quercus et duas ulmos, ea tamen conditione ut ante festum Pentecostes quinque libras Collegio solvat.

Hic non tacendus Robertus Wells, Suffolciensis, generosus, anno 1640 admissus hujus Collegii commensalis, qui circa hæc tempora ut gratitudinis et beneficentiæ suæ monumentum posteris relinqueret ac etiam ut mathematicas disciplinas promoveret, Bibliothecæ nostræ dono dedit infra scriptos libros etc.

Aquilonii optica, etc.

pp. 355—361 blank.

[p. 362]

Anno 1644

Andræas Doughtie, artium magister ac quondam Collegii alumnus, canonice resignavit jus omne suum ad vicariatum ecclesiæ parochialis de Wilton in Comitatu Norfolciæ, sicut patet ex literis Reverendissimi Patris Josephi Norwicensis Episcopi, hac forma ad Collegium datis.

Josephus Permissione Divina Norwicensis Episcopus, dilectis nobis in Christo, venerabili viro Thomæ Bachcroft clerico S. T. Professori, Magistro sive Custodi Collegii de Gonville et Caius, et sociis ejusdem Collegii, salutem in Domino.

Cum ut accepimus jus Patronatus vicariatus Ecclesiæ Parochialis de Wilton in Comitatu Norfolciæ nostræ Diocesis Norwicensis ad vos de jure spectat et pertinet, vobis igitur et cuilibet vestrum, tenore præsentium, ecclesiam parochialem de Wilton predictam per liberam et spontaneam resignationem Andrææ Doughty clerici ultimi vicarii et incumbentis ibidem de persona ejusdem vacare et vacuum esse, jusque Patrono sive Patronis Ecclesiæ prædictæ aliam personam laudabilem et idoneam ad eandem præsentandam, competere certificamus, intimamus, et innotescere volumus. In cujus rei testimonium sigillum nostrum episcopale præsentibus apponi fecimus.

Datis in Palatio nostro Episcopali apud Norwicum vicesimo tertio die mensis Octobris anno Domini Millesimo sexcentesimo quadragesimo quarto.

Jos. Norwic.

Steph. Knight
Regist. principal.

[p. 363] Quibus publicatis ad electionem novi vicarii proceditur, sed ob tenuitatem beneficii et iniquitatem temporis nullus repertus est idoneus quem ad dictum vicariatum Collegium præsentaret, unde pro hac vice ad Episcopi provisionem facta est devolutio.

[p. 365]

Anno 1645

Rogerus Spelman Johannis filii Henrici nepos (qui utrique non minus Ecclesiæ patrocínio clari quam equestri dignitate illustres Norfolcienses), superiori anno commensalis admissus, hoc anno ut satisfaceret Collegio pro ingressu patris avique monumentis in æternum duraturis instruxit Bibliothecam hanc nostram, dedit enim inter alios codices

Concilia Brittanica etc.

p. 366 blank.

[p. 367]

Anno 1646

Hoc anno Dominus Thomas Nightingale (Thomæ filius hujus quoque Collegii olim alumni) Baronettus, in Collegium nostrum studiorum causa commensalis fuit admissus, cujus generosa indoles certo pollicetur se sui generis honori non defuturum, pro ingressu suo dedit Collegio argenteum poculum uncias...pendens.

p. 368 blank.

[p. 369]

Anno 1647

Carolus Lovell ex Comitatu Cantebrigie de Wisbech, generosus, hoc anno admissus pensionarius major solitam ingressus sui pensionem compensavit hisce libris Bibliothecæ nostræ donatis.

pp. 370, 371 blank.

[p. 373]

Anno 1648

Circa hæc tempora dum alibi per Angliam omnia erant in turbido, Academicus status favente numine aliquantulum quietior fuit, rebusque Collegii nostri utenque compositis prout temporis ratio pateretur, Custos et socii commodo Collegii sedulo invigilant, et meliora sperantes provida cura prospiciunt posteris; eumque in finem quo melior sit conditio terrarum nostrarum quas in Dokesford in parochia Sancti Johannis possidemus, duo tenementa cum ædificiis necessariis etc., quibus antea caruimus, emuntur a Thoma Symonds armigero, pretio centum et sexaginta librarum. Hinc optime provisum est firmario nostro de commoda habitatione quæ ante hanc accessionem fundis nostris deerat.

NOTES AND COMMENTS.

I have thought it well to append a few notes to the earlier portions of Dr Caius' work, as in several cases there seems no doubt that he fell into error. These notes are substantially repeated from the third volume of the *Biographical History* of our College.

1. Page 2. Dr Caius is wrong in saying that the deed of 1348 mentions the names of Rougham, Tyrlington, Lee, and Pulham. It is true that John Colton is there described as master; and "scholars," i.e. fellows, are referred to, but there is no proof that these, or in fact any, were nominated by Gonville. They are first mentioned by name in 1354, in the deed of gift, by Bishop Bateman, of the manor of Triploew. The Foundation deed of 1348 is printed in my Vol. III., p. 326.
2. Page 2. Gonville certainly drew up a body of Statutes, but it is very doubtful whether they ever received legal sanction. We have a copy in our Treasury (Box I. No. 10), which is transcribed in the volume of Sheriffe's *Evidences*, in our Library, but the date is not filled in; and, though the Statutes are followed by acknowledgements of approval by the master (John de Tyrlington) and the Vice-Chancellor (Adam de Grantchester) these persons are indicated only by initials. These documents have evidently never had seals attached to them, and it certainly seems as if they were drafts only. They are printed in my Vol. III., p. 341.
3. Page 6. The best account of the life of Bateman is that by Professor E. C. Clark (*Proceedings of Camb. Ant. Soc.* xxxix.). No particle of supporting evidence, in favour of the opinion that Bateman was buried at Norwich, has ever been found.

4. Page 13. Most of what is known about Walter Elvedon will be found in my Vol. I., p. 2. He was, for those early days, an important benefactor to the College. He was rector of Elvedon, of Snetterton, and of Shropham; archdeacon of Sudbury; and precentor of Hereford. He died about 1360. He gave five MSS. to our library; but his most important gift seems to have been a 'perpetual calendar.' This was long preserved in the chest in the College Treasury, together with ancient deeds and other documents of value. It is recorded as being there in 1657, when the register of the contents of our Treasury was drawn up, but all trace of it has long since disappeared.

5. Page 13. Gerard's Hostel is one of the few old hostels of which the name is still preserved,—in 'Garret Hostel Lane.'

Doubtless Caius is correct in his statement that William Tayte left books, as compensation, to our College; but there is no mention of Gonville Hall in his will, proved (P. C. C.) in 1544.

6. Page 21. The name of the intending benefactor was *John*, not Henry, Carter. The deed is in our Treasury.

7. Page 26. William Somersham was master from 1412 to 1416, when he was succeeded by John Rickinghall. The long standing error as to the date of his death was only cleared up by the examination of his will, which was dated Oct. 6, 1416, and proved Oct. 27 of the same year in the P. C. C.

8. Page 26. This statement as to Laurence Booth is quite unintelligible, as I have pointed out, Vol. III., p. 19. The only authority for it appears to be a note (not contemporary) in our earliest *Computus* book, p. 192. There is no mention there of Laurence Booth, but the name given is simply "N. Bothe," who, it is stated, was afterwards bishop of Exeter. There is certainly some error here, as the bishop of Exeter was John Booth, who was already bishop in 1465. His brother Laurence was master of Pembroke in 1450, and bishop of Durham in 1457. They had both been Chancellors of the University before the assigned date; and there is no evidence whatever to connect either of them with our College. Whoever "N. Bothe" may have been, he cannot have been either of these. It is necessary to correct the error, as it has got into print, both in Mr Riley's report of the MSS. at Cambridge (*App. to 2nd Report of Hist. MSS.*, 1871), and in Mr Mullinger's History.

9. Page 30. None of the various Papal Bulls recorded seem to have been preserved in our Treasury, nor were they in existence in 1657 when the catalogue of deeds, etc., in the Treasury, was drawn up. Can they have perished in the holocaust of 'Popish trumpery' in 1572, recorded at page 185? Their absence is certainly curious, considering the care with which nearly all our other early documents have been preserved. Dr Caius evidently copied the transcripts of these bulls in Sheriffe's *Evidences*.
10. Page 37. This 'Statute,' or College order as it would now be called, is interesting, as we have now no written reports of the acts and decisions of the College earlier than 1592. It is the foundation on which our subsequent Commemoration Services were composed. Here again Sheriffe's volume is our only authority.
11. Page 42. The inclusion of Dr Wendy's name in this list is significant. In his last instructions, given to Dr Caius, he expressly desired the establishment of exequies if the law permitted. He died in 1560. Caius' own name was doubtless inserted by Dr Legge, the continuator of the *Annals*. The others here mentioned, with the exception of Shaxton, all died in pre-Reformation times.

APPENDIX OF BOOKS MENTIONED.

MSS. AND PRINTED BOOKS.

(The references are to the preceding pages.)

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Actuarius (J.). 80	Galenus. De placitis Hippocratis et Platonis. 80
Alexander Trallianus. 80	De usu partium. 80
Biblia (Hebraica). 80	De causis morborum et sympto- matum. 80
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Arnaldus de Villa Nova ['Regulae Vniversales']. Basil. n. d. 8°. 119	Biblia Graecé. Venet. 1518. F°. 80
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Augustinus. Omnium Operum Epitome. Aug. Vind. 1537. F°. 188	Latiné, cum annot. J. Benedicti. [Qu. Paris. 1565. F°. 191
	Blondus (Flavius). De Roma Triumphantante. Basil. 1531. F°. 207
	Bonaventura. In Magistrum Sententiarum. 2 voll. Nurembergae 1510. F°. 188

- Bonifacius VIII. Sextus liber cum Clementinis. Paris. [1518]. 4°. 188
- Brunfels (Otto). Herbarum vivae eicones. Argent. 1531-2. F°. 119
- Budaëus (G.). Commentaria. Paris. 1529. F°. 81
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- Calvin (J.). Institutiones. 1575. 188
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- Dorstenius (Theod.). Botanicon. Francof. 1540. F°. 119
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- Epigrammata antiquae urbis [ed. J. Mazochius. Romae 1521. F°]. 191
- Erasmus. Cantab. 1521. 125
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- Grimstone (E.). Hist. of Netherlands. 225
- Gruter (Janus). Lampas, s. Thesaurus Criticus. 410
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- Sylvius (Aeneas). Commentariorum

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